

CERTIFICATE OF NEED APPLICATION

for

**WEBWOOD ASSISTED LIVING
ESTABLISH 25-BED ALF
NEOSHO, MISSOURI**

Project #5230 RS

**SUBMITTED TO
MISSOURI HEALTH FACILITIES REVIEW COMMITTEE**

**NEW OR ADDITIONAL LONG TERM CARE BED APPLICATION***

Applicant's Completeness Checklist and Table of Contents

Project Name: Webwood Assisted Living Project No: 5230 RSProject Description: Establish a 25-bed assisted living facility.

Done Page N/A Description

Divider I. Application Summary:

- ✓ 2 ☐ 1. Applicant Identification and Certification (Form MO 580-1861).
- ✓ 3 ☐ 2. Representative Registration (Form MO 580-1869).
- ✓ 6 ☐ 3. Proposed Project Budget (Form MO 580-1863) and detail sheet with documentation of costs.

Divider II. Proposal Description:

- ✓ 10 ☐ 1. Provide a complete detailed project description.
- ✓ 11 ☐ 2. Provide a timeline of events for the project, from the issuance of the CON through project completion.
- ✓ 14 ☐ 3. Provide a legible city or county map showing the exact location of the proposed facility.
- ✓ 15 ☐ 4. Provide a site plan for proposed project.
- ✓ 16 ☐ 5. Provide preliminary schematic drawings for the proposed project.
- ✓ 20 ☐ 6. Provide evidence that architectural plans have been submitted to the Department of Health and Senior Services.
- ✓ 12 ☐ 7. Provide the proposed gross square footage.
- ✓ 21 ☐ 8. Document ownership of the project site, or provide an option to purchase.
- ✓ 12 ☐ 9. Define the community to be served.
- ✓ 47 ☐ 10. Provide 2020 population projections for the 15-mile radius service area.
- ✓ 12 ☐ 11. Identify specific community problems or unmet needs the proposal would address.
- ✓ 13 ☐ 12. Provide historical utilization for each of the past three (3) years and utilization projections through the first three (3) full years of operation of the new LTC beds.
- ✓ 13 ☐ 13. Provide the methods and assumptions used to project utilization.
- ✓ 53 ☐ 14. Document that consumer needs and preferences have been included in planning this project and describe how consumers had an opportunity to provide input.
- ✓ 55 ☐ 15. Provide copies of any petitions, letters of support or opposition received.

Divider III. Service Specific Criteria and Standards:

- ☐ 59 ✓ ☐ 1. For ICF/SNF beds, address the population-based bed need methodology of fifty-three (53) beds per one thousand (1,000) population age sixty-five (65) and older.
- ✓ 59 ☐ 2. For RCF/ALF beds, address the population-based bed need methodology of twenty-five (25) beds per one thousand (1,000) population age sixty-five (65) and older.
- ☐ 59 ✓ ☐ 3. For LTCH beds, address the population-based bed need methodology of one-tenth (0.1) bed per one thousand (1,000) population.
- ☐ 59 ✓ ☐ 4. Document any alternate need methodology used to determine the need for additional beds such as Alzheimer's, mental health or other specialty beds.
- ☐ 59 ✓ ☐ 5. For any proposed facility which is designed and operated exclusively for person with acquired human immunodeficiency syndrome (AIDS) provide information to justify the need for the type of beds being proposed.
- ☐ 59 ✓ ☐ 6. If the project is to add beds to an existing facility, has the facility received a Notice of Noncompliance within the last 18 months as a result of a survey, inspection or complaint investigation? If the answer is yes, explain.

Divider IV. Financial Feasibility Review Criteria and Standards:

- ✓ 62 ☐ 1. Document that the proposed costs per square foot are reasonable when compared to the latest "RS Means Construction Cost data".
- ✓ 64 ☐ 2. Document that sufficient financing is available by providing a letter from a financial institution or an auditors statement indicating that sufficient funds are available.
- ✓ 66 ☐ 3. Provide Service-Specific Revenues and Expenses (Form MO 580-1865) for the latest three (3) years, and projected through three (3) full years beyond project completion.
- ✓ 62 ☐ 4. Document how patient charges are derived.
- ✓ 63 ☐ 5. Document responsiveness to the needs of the medically indigent.
- ☐ 63 ✓ ☐ 6. For a proposed new skilled nursing or intermediate care facility, what percent of your admissions would be Medicaid eligible on the first day of admission or become Medicaid eligible within 90 days of admission?
- ☐ 63 ✓ ☐ 7. For an existing skilled nursing or intermediate care facility proposing to add beds, what percent of your admissions is Medicaid eligible on the first day of admission or becomes Medicaid eligible within 90 days of admission?

*Use for RCF/ALF, ICF/SNF and LTCH beds

DIVIDER I. APPLICATION SUMMARY:

**1. APPLICATION IDENTIFICATION AND CERTIFICATION FORM
(FORM MO 580-1861)**

See Attached Form.

2. REPRESENTATIVE REGISTRATION (FORM MO 580-1869)

See Attached Forms.

**3. PROPOSED PROJECT BUDGET (FORM MO 580-1863) AND DETAIL
SHEET**

See Attached Form and detail sheets.



Certificate of Need Program

APPLICANT IDENTIFICATION AND CERTIFICATION

The information provided must match the **Letter of Intent** for this project, without exception.

1. Project Location (Attach additional pages as necessary to identify multiple project sites.)

Title of Proposed Project Webwood Assisted Living	Project Number 5230 RS
Project Address (Street/City/State/Zip Code) 1640-1700 Waldo Hatler Drive, Neosho, MO 64850	County Newton

2. Applicant Identification (Information must agree with previously submitted Letter of Intent.)

List All Owner(s): <small>(List corporate entity.)</small>	Address (Street/City/State/Zip Code)	Telephone Number
D. L. Martin Management Group, LLC	3590 Old Highway 54, Lake Ozark, MO 65049	573-348-4500
		573-348-4500

List All Operator(s): <small>(List entity to be licensed or certified.)</small>	Address (Street/City/State/Zip Code)	Telephone Number
D. L. Martin Management Group, LLC	3590 Old Highway 54, Lake Ozark, MO 65049	

3. Ownership (Check applicable category.)

- | | | | |
|--|--------------------------------------|---------------------------------|--|
| <input type="checkbox"/> Nonprofit Corporation | <input type="checkbox"/> Individual | <input type="checkbox"/> City | <input type="checkbox"/> District |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation | <input type="checkbox"/> County | <input checked="" type="checkbox"/> Other <u>LLC</u> |


4. Certification

In submitting this project application, the applicant understands that:

- (A) The review will be made as to the community need for the proposed beds or equipment in this application;
- (B) In determining community need, the Missouri Health Facilities Review Committee (Committee) will consider all similar beds or equipment within the service area;
- (C) The issuance of a Certificate of Need (CON) by the Committee depends on conformance with its Rules and CON statute;
- (D) A CON shall be subject to forfeiture for failure to incur an expenditure on any approved project six (6) months after the date of issuance, unless obligated or extended by the Committee for an additional six (6) months;
- (E) Notification will be provided to the CON Program staff if and when the project is abandoned; and
- (F) A CON, if issued, may not be transferred, relocated, or modified except with the consent of the Committee.

We certify the information and date in this application as accurate to the best of our knowledge and belief by our representative's signature below:

5. Authorized Contact Person (Attach a Contact Person Correction Form if different from the Letter of Intent.)

Name of Contact Person Craig W. Elmore	Title Consultant
Telephone Number 816-225-0888	Fax Number 913-345-0048
E-mail Address	
Signature of Contact Person 	Date of Signature 8-20-15



REPRESENTATIVE REGISTRATION

NO 580-1869 (11/01)



Certificate of Need Program

REPRESENTATIVE REGISTRATION

(A registration form must be completed for each project presented.)	
Project Name Webwood Assisted Living	Number 5230 RS
(Please type or print legibly.)	
Name of Representative Derek Martin	Title Owner
Firm/Corporation/Association of Representative (may be different from below, e.g., law firm, consultant, other) D. L. Martin Management Group, LLC	Telephone Number 573-348-4500
Address (Street/City/State/Zip Code) 3580 Old Highway 54, Lake Ozark, MO 65049	
Who's interests are being represented? (If more than one, submit a separate Representative Registration Form for each.)	
Name of Individual/Agency/Corporation/Organization being Represented D. L. Martin Management Group, LLC	Telephone Number 573-348-4500
Address (Street/City/State/Zip Code) 3580 Old Highway 54, Lake Ozark, MO 65049	
Check one. Do you: <input checked="" type="checkbox"/> Support <input type="checkbox"/> Oppose <input type="checkbox"/> Neutral	Relationship to Project: <input type="checkbox"/> None <input type="checkbox"/> Employee <input type="checkbox"/> Legal Counsel <input type="checkbox"/> Consultant <input type="checkbox"/> Lobbyist <input checked="" type="checkbox"/> Other (explain): Owner
Other Information: _____ _____	
I attest that to the best of my belief and knowledge the testimony and information presented by me is truthful, represents factual information, and is in compliance with §197.326.1 RSMo which says: Any person who is paid either as part of his normal employment or as a lobbyist to support or oppose any project before the health facilities review committee shall register as a lobbyist pursuant to chapter 105 RSMo, and shall also register with the staff of the health facilities review committee for every project in which such person has an interest and indicate whether such person supports or opposes the named project. The registration shall also include the names and addresses of any person, firm, corporation or association that the person registering represents in relation to the named project. Any person violating the provisions of this subsection shall be subject to the penalties specified in § 105.478, RSMo.	
Original Signature Derek Martin	Date Aug 18, 2015


MO 563-1889 (11/01)



Certificate of Need Program

REPRESENTATIVE REGISTRATION

(A registration form must be completed for **each** project presented.)

Project Name Webwood Assisted Living		Number 5230 RS
(Please type or print legibly.)		
Name of Representative Craig W. Elmore		Title Consultant
Firm/Corporation/Association of Representative (may be different from below, e.g., law firm, consultant, other) JJEDCOE Services		Telephone Number 816-225-0888
Address (Street/City/State/Zip Code) 11901 Manor Road, Leawood, KS 66209		
Who's interests are being represented? (If more than one, submit a separate Representative Registration Form for each.)		
Name of Individual/Agency/Corporation/Organization being Represented D. L. Martin Management Group, LLC		Telephone Number 573-348-4500
Address (Street/City/State/Zip Code) 3590 Old Highway 54, Lake Ozark, MO 65049		
<p>Check one. Do you:</p> <p><input checked="" type="checkbox"/> Support</p> <p><input type="checkbox"/> Oppose</p> <p><input type="checkbox"/> Neutral</p> <p>Other Information:</p> <p>_____</p> <p>_____</p>		<p>Relationship to Project:</p> <p><input type="checkbox"/> None</p> <p><input type="checkbox"/> Employee</p> <p><input type="checkbox"/> Legal Counsel</p> <p><input checked="" type="checkbox"/> Consultant</p> <p><input type="checkbox"/> Lobbyist</p> <p><input type="checkbox"/> Other (explain):</p> <p>_____</p> <p>_____</p>
<p>I attest that to the best of my belief and knowledge the testimony and information presented by me is truthful, represents factual information, and is in compliance with §197.326.1 RSMo which says: <i>Any person who is paid either as part of his normal employment or as a lobbyist to support or oppose any project before the health facilities review committee shall register as a lobbyist pursuant to chapter 105 RSMo, and shall also register with the staff of the health facilities review committee for every project in which such person has an interest and indicate whether such person supports or opposes the named project. The registration shall also include the names and addresses of any person, firm, corporation or association that the person registering represents in relation to the named project. Any person violating the provisions of this subsection shall be subject to the penalties specified in § 105.478, RSMo.</i></p>		
Original Signature 		Date 8-20-18



Certificate of Need Program

PROPOSED PROJECT BUDGET**Description****Dollars****COSTS:***

(Fill in every line, even if the amount is "\$0".)

1. New Construction Costs ***	\$3,962,717
2. Renovation Costs ***	
3. Subtotal Construction Costs (#1 plus #2)	\$3,962,717
4. Architectural/Engineering Fees	\$50,000
5. Other Equipment (not in construction contract)	\$150,000
6. Major Medical Equipment	
7. Land Acquisition Costs ***	\$246,000
8. Consultants' Fees/Legal Fees ***	\$45,000
9. Interest During Construction (net of interest earned) ***	\$99,068
10. Other Costs ***	\$25,000
11. Subtotal Non-Construction Costs (sum of #4 through #10)	\$615,068
12. Total Project Development Costs (#3 plus #11)	\$4,577,785 **

FINANCING:

13. Unrestricted Funds	\$794,460
14. Bonds	
15. Loans	\$3,783,325
16. Other Methods (specify)	
17. Total Project Financing (sum of #13 through #16)	\$4,577,785 **

18. New Construction Total Square Footage	28,650
19. New Construction Costs Per Square Foot *****	\$138
20. Renovated Space Total Square Footage	
21. Renovated Space Costs Per Square Foot *****	

* Attach additional page(s) detailing how each line item was determined, including all methods and assumptions used. Provide documentation of all major costs.

** These amounts should be the same.

*** Capitalizable items to be recognized as capital expenditures after project completion.

**** Include as Other Costs the following: other costs of financing; the value of existing lands, buildings and equipment not previously used for health care services, such as a renovated house converted to residential care, determined by original cost, fair market value, or appraised value; or the fair market value of any leased equipment or building, or the cost of beds to be purchased.

***** Divide new construction costs by total new construction square footage.

***** Divide renovation costs by total renovation square footage.

Webwood Assisted Living
ASSUMPTIONS FOR PROPOSED PROJECT BUDGET
Project #5230 RS

1. New construction costs include all site development and hard construction costs. Costs based estimate provided by Marion Company Constructions Group of Neosho.
2. N/A
3. N/A
4. Architectural and Engineering Fees are estimated based on architect estimate.
5. Other Equipment includes all furnishings, fixtures and equipment necessary for the operation of a 25 bed ALF.
6. N/A
7. Land Acquisition Costs based on contract costs.
8. Consultants' Fees/Legal Fees include accounting and legal fees and are based on the estimate of the applicant.
9. Assumes draw on 12-month construction loan at 5% interest rate.
10. Includes third party reports, construction loan fee, lender inspection fee, surveys, etc..
11. N/A
12. N/A
13. Assumes approximately 17% of total project cost funded by equity investment.
14. N/A
15. Assumes approximately 83% of total project cost funded by a commercial loan.
- 16-21. N/A



Marion Company, LLC
Construction Services Group
12451 HWY 59
Neosho, Missouri 64850

Phone 417-451-5743
Fax 1-417-455-5342
www.ConstructionServicesGroup.net

July 8, 2015

D.L. Martin Management Group LLC
3590 Old Hwy 54
Lake Ozark, Missouri 65049

Re: New Assisted Living Facility
Old Hwy 60, Neosho, Missouri

Dear Derek,

Construction Services Group (CSG) is very pleased to present you with the attached estimates of construction costs associated with the site development and new construction of your 28,650 square feet Assisted Living Facility. We are honored to have your confidence in this endeavor and commit our full resources to insure your complete satisfaction.

Through the attached estimate summary we have made every attempt to be completely thorough in addressing the requests and needs as they have been presented. Additionally, our experienced staff has exercised due diligence by evaluating and considering all of the information and known conditions available to us.

The total estimated cost for the assisted living facility is \$3,982,717.00.

We appreciate this opportunity and sincerely hope to continue our relationship as you move forward with this project.

Sincerely,

Chris Marion
President

Assisted Living Facility Project Budget Detail Sheet

8-Jul-15

<u>Description</u>	<u>Budget Total</u>
<u>DTV 1 GENERAL REQUIREMENTS</u>	
Project Identification Signage, Safety, Temporary Parking, Miscellaneous Materials, Dumpsters, Temp Utilities, Office Trailer, Storage Trailer, Job Site Superintendent, Supt. Vehicle, Fuel	\$ 179,698.00
<u>Exterior Building Concrete</u>	
3 Concrete (Concrete Sidewalks)	\$ 34,883.47
<u>Main Level Floor</u>	
3 Concrete (Concrete Floors - MLE)	\$ 144,420.54
5 Metals (Metal Handrails - MLE)	\$ 14,442.05
6 Wood and Plastics (Cabinet - Subcontractor)	\$ 17,913.70
6 Wood and Plastics (Framing - Materials)	\$ 133,172.40
6 Wood and Plastics (Framing - Subcontractor)	\$ 54,435.43
7 Thermal and Moisture Protection (Thermal Building Insulation - Subcontractor)	\$ 28,467.51
8 Doors and Windows (Doors & Frames - Materials)	\$ 10,276.08
8 Doors and Windows (Hardware & Accessories - Materials)	\$ 29,717.30
8 Doors and Windows (Doors & Frames - Labor)	\$ 18,608.03
8 Doors and Windows (Windows & Storefront Doors - Subcontractor)	\$ 39,299.05
9 Finishes (Acoustical Ceilings - Subcontractor)	\$ 13,747.72
9 Finishes (Floor Covering - Subcontractor)	\$ 66,655.63
9 Finishes (Paint - Subcontractor)	\$ 46,936.67
9 Finishes (Drywall - Subcontractor)	\$ 90,262.84
10 Specialties (Window Treatments - MLE)	\$ 3,749.38
10 Specialties (Fire Extinguishers - MLE)	\$ 3,610.51
10 Specialties (Mail Boxes - MLE)	\$ 1,249.79
11 Equipment (Nurse Area - MLE)	\$ 4,582.57
11 Equipment (Audio Visual Equipment - Subcontractor)	\$ 37,493.79
21 Fire Protection (Fire Suppression System - Subcontractor)	\$ 46,936.67
15, 22 Plumbing (Plumbing - Subcontractor)	\$ 160,251.25
15, 23 Mechanical HVAC (HVAC - Subcontractor)	\$ 144,420.54
16, 26 Electrical (Electrical - Subcontractor)	\$ 144,420.54
<u>Upper Level</u>	
6 Wood and Plastics (Cabinet - Subcontractor)	\$ 17,919.30
6 Wood and Plastics (Framing - Materials)	\$ 133,214.02
6 Wood and Plastics (Framing - Subcontractor)	\$ 54,452.45
6 Wood and Plastics (Floor Package BCI Joist)	\$ 43,339.70
6 Wood and Plastics (Floor Package Decking, Adhesive, Fasteners)	\$ 10,834.93
6 Wood and Plastics (Wood Floor Package Install Joist & Decking Per Level) TBD	\$ 3,611.64
7 Thermal and Moisture Protection (Thermal Building Insulation - Subcontractor)	\$ 28,476.41
8 Doors and Windows (Doors & Frames - Materials)	\$ 10,279.29
8 Doors and Windows (Hardware & Accessories - Materials)	\$ 29,726.59
8 Doors and Windows (Doors & Frames - Labor)	\$ 18,613.85
8 Doors and Windows (Windows & Storefront Doors - Subcontractor)	\$ 39,311.33
9 Finishes (Acoustical Ceilings - Subcontractor)	\$ 13,752.02
9 Finishes (Floor Covering - Subcontractor)	\$ 66,676.46
9 Finishes (Paint - Subcontractor)	\$ 46,951.34
9 Finishes (Drywall - Subcontractor)	\$ 90,291.04
10 Specialties (Window Treatments - MLE)	\$ 3,750.55
10 Specialties (Fire Extinguishers - MLE)	\$ 3,611.64
10 Specialties (Mail Boxes - MLE)	\$ 1,250.18
11 Equipment (Nurse Area - MLE)	\$ 4,584.01
11 Equipment (Audio Visual Equipment - Subcontractor)	\$ 37,505.51
21 Fire Protection (Fire Suppression System - Subcontractor)	\$ 46,951.34
15, 22 Plumbing (Plumbing - Subcontractor)	\$ 160,301.33
15, 23 Mechanical HVAC (HVAC - Subcontractor)	\$ 144,465.67
16, 26 Electrical (Electrical - Subcontractor)	\$ 144,465.67
<u>Upper Level Balcony</u>	
7 Thermal and Moisture Protection (Concrete Roof Pavers) TBD	\$ 47,268.00
7 Thermal and Moisture Protection (Modified Bitumen Roofing Membrane) TBD	\$ 17,725.50
<u>Roof Area & Exterior Finishes</u>	
7 Thermal and Moisture Protection (Roofing - Subcontractor)	\$ 63,118.79
7 Thermal and Moisture Protection (Fascia & Soffit - Subcontractor)	\$ 5,595.02
7 Thermal and Moisture Protection (Gutter & Downspouts - Subcontractor)	\$ 3,322.04
7 Thermal and Moisture Protection (Vinyl Siding & Accessories) TBD	\$ 26,820.35
4 Masonry (Thin Stone Veneer) TBD	\$ 53,035.32
4 Masonry (Stone Columns) TBD	\$ 15,663.44
7 Thermal and Moisture Protection (EIFS) TBD	\$ 7,858.73
<u>LS & Allowance Items</u>	
2 Site Construction (Sitework Contingency) TBD	\$ 200,000.00
2 Site Construction (Landscape Allowance) TBD	\$ 30,000.00
2 Site Construction (Site Utilities) TBD	\$ 100,000.00
13 Special Construction (Nurse Call, Fire Alarm, Communications) TBD	\$ 100,000.00
13 Special Construction (Kitchen Equipment Allowance) TBD	\$ 75,000.00
13 Special Construction (Electrical Generator) TBD	\$ 120,000.00
10 Specialties (KNOX BOX) TBD	\$ 2,000.00
11 Equipment - Elevators	\$ 120,000.00
Contingency	\$ 50,000.00
Insurance	\$ 24,322.03
Sales Tax	\$ 117,000.00
Profit	\$ 180,000.00
TOTAL BUDGETED AMOUNT	\$ 3,982,717.00

DIVIDER II. PROPOSAL DESCRIPTION

1. PROVIDE A COMPLETE DETAILED PROJECT DESCRIPTION.

D. L. Martin Management Group, LLC proposes to develop and operate a 25-bed, 28,650 square foot, two-story, Assisted Living Facility (ALF) at a site located at 1640-1700 Waldo Hatler Drive in Neosho (64850). The proposed ALF facility will be known as Webwood Assisted Living. The goal of Webwood is to offer our older generation a dynamic environment where they can continue to live as independently as possible with the discreet support they need and programs that make it easier to stay involved in the community.

Dana Martin and Derek Martin both of who have strong ties to the Neosho and Seneca area are developing the project. This is a family project with the goal to expand housing options available to rural seniors. Dana Martin is a graduate of the University of Missouri- Columbia, Missouri and Derek Martin a graduate of Missouri University-Joplin, Missouri. D. L. Martin Management Group's concept of comfortable senior housing with supportive services assures its residents that their specific needs will be met while maintaining their independence. The total project cost is \$4,577,785.

The proposed assisted living facility is designed to accommodate the lifestyle and physical requirements of its active elderly residents while maintaining a residential style, scale and feel. The physical design, amenities and services (i.e., dining, recreation areas, elevators, transportation and social activities) of the facility will focus on providing a comfortable and secure life-style for each resident. Webwood would be a vibrant community where seniors can thrive and participate and where family is encouraged to visit. Many attractive facilities will enhance the quality of life at Webwood. They include a beautiful tree-shaded campus; elegantly-appointed dining areas and lobbies; areas for socializing, hobbies and indoor/outdoor activities appointed with lodge-like décor and furnishings.

The proposed assisted living facility will be comprised of 17 single units each containing 283 to 400 square feet and 4 double units each containing 400 to 419 square feet. Webwood will feature a gorgeous setting with outdoor walkways and benches and a stunning grand foyer. Amenities include a central dining room, private dining, gym and wellness center, salon, greenhouse, chapel, library, and solarium. Residents will be encouraged to stay active and involved by leading classes and events related to their expertise and lifelong passions in the community.

The facility will provide supportive care from trained employees to those residents who are unable to live independently and require assistance with activities of daily living (ADL's) including management of medications, bathing, dressing, toileting, ambulating and eating. In addition specialized dementia care will be provided for residents afflicted with Alzheimer's and related diseases.

Applying the Missouri Health Facilities Review Committee's RCF/ALF bed need methodology to the 15-mile radius around the proposed site there is a documented need for an additional 157 ALF/RCF beds. This calculation confirms D. L. Martin Management Group's independent observations, as well as those of many community leaders, including State Representative Bill Reiboldt, State Senator Ron Richard and the Newton County Commission, of a strong need for additional senior services in the Neosho and Newton County area.

2. PROVIDE A TIMELINE OF EVENTS FOR THE PROJECT, FROM THE ISSUANCE OF THE CON THROUGH PROJECT COMPLETION.

- CON Approved – November 2015
- Architectural and Civil Design Complete – March 2016
- Final Plan approval – April 2016
- Close Financing – April 2016
- Building Permit Issued – May 2016
- Commence Construction – June 2016
- Complete Construction – June 2017
- Facility Licensed – July 2017

3. PROVIDE A LEGIBLE CITY OR COUNTY MAP SHOWING THE EXACT LOCATION OF THE PROPOSED FACILITY.

A map showing the location of the proposed facility is included in this Divider.

4. PROVIDE A SITE PLAN FOR THE PROPOSED PROJECT.

A site plan is included in this Divider.

5. PROVIDE PRELIMINARY SCHEMATIC DRAWINGS FOR THE PROPOSED PROJECT.

Schematic drawings of the proposed ALF facility are included in this Divider.

6. PROVIDE EVIDENCE THAT ARCHITECTURAL PLANS HAVE BEEN SUBMITTED TO THE DHSS.

A copy of the transmittal letter from Matt Rimiller, the project architect, submitting the plans to DHSS, is included in this Divider.

7. PROVIDE THE PROPOSED GROSS SQUARE FOOTAGE.

The facility will contain a total of 28,650 square feet.

8. DOCUMENT OWNERSHIP OF THE PROJECT SITE, OR PROVIDE AN OPTION TO PURCHASE.

A copy of the Purchase and Sale Contract for the proposed site is included in this Divider.

9. DEFINE THE COMMUNITY TO BE SERVED.

The community to be served consists primarily of those residents within a 15-mile radius age 65 and over in need of assisted living services. The applicant believes that in rural areas most assisted living residents originate from within a 15-mile radius of the facility.

10. PROVIDE 2005 POPULATION PROJECTIONS FOR THE 15-MILE RADIUS SERVICE AREA.

The DHSS 15-mile radius population data is included in this Divider. An adjustment of the data based on zip codes only partially within the 15-mile radius is also included in this Divider.

11. IDENTIFY SPECIFIC COMMUNITY PROBLEMS OR UNMET NEEDS THE PROPOSAL WOULD ADDRESS.

D. L. Martin Management Group believes there is a significant shortage of quality and accessible assisted living facility (ALF) beds within the Newton County area in general and Neosho in particular. Based on an assessment of the service area D. L. Martin Management Group has concluded that current facilities cannot fully meet community need or the need for the residential, home-like setting being proposed in this application. The MHFRC methodology presented in this application quantifiably supports this conclusion.

12. PROVIDE HISTORICAL UTILIZATION FOR EACH OF THE PAST THREE YEARS AND UTILIZATION PROJECTIONS THROUGH THE FIRST THREE YEARS OF OPERATION OF THE NEW LTC BEDS.

Since this is a new facility there is no historical utilization data. Projected total utilization is as follows:

<u>Year</u>	<u>Patient Days</u>
2017	5,621
2018	6,424
2019	7,227

13. PROVIDE THE METHODS AND ASSUMPTIONS USED TO PROJECT UTILIZATION.

The projected fill rate and utilization levels are based on the identified need for additional assisted living beds in the service area.

14. DOCUMENT THAT CONSUMER NEEDS AND PREFERENCES HAVE BEEN INCLUDED IN PLANNING THIS PROJECT AND DESCRIBE HOW CONSUMERS HAD AN OPPORTUNITY TO PROVIDE INPUT.

In the planning and design of Webwood Assisted Living D. L. Martin Management Group has worked closely with local government. Before detailed planning of the project began D. L. Martin Management Group met with community leaders to describe the project and map out the process of state and local approvals as well as to establish a community dialogue. Building layout orientation on the site, building materials and colors, preservation of existing trees and drainage are examples of issues addressed in-depth in order to achieve a successful building and site design for the community, neighbors and Webwood Assisted Living's future residents.

In addition, a public notice regarding the project was published in the Neosho Daily News on August 20th, 2015. A copy of the notice is included in this Divider.

15. PROVIDE COPIES OF ANY PETITITONS, LETTERS OF SUPPORT OR OPPOSITION RECEIVED.

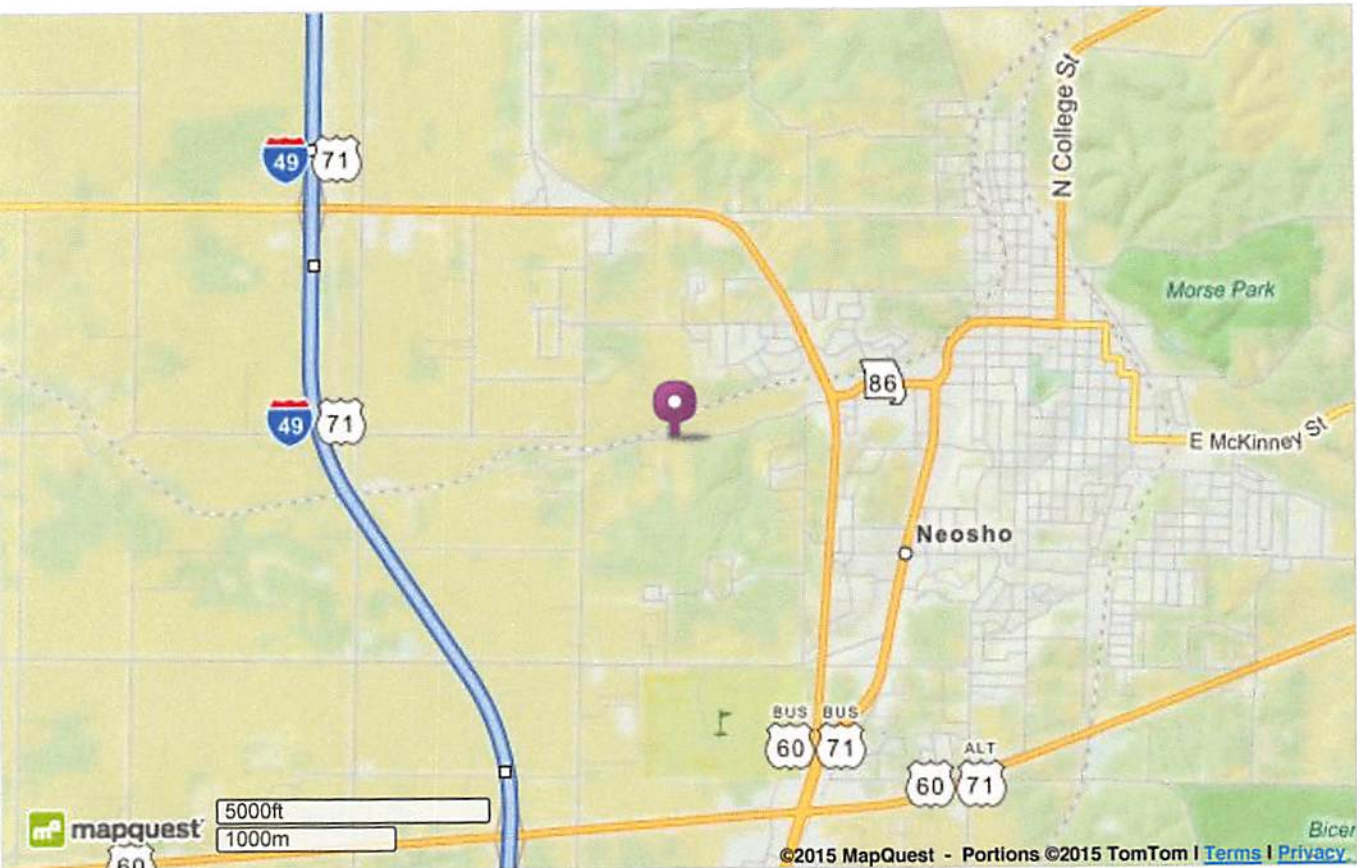
Four letters of support have been received to date and are attached. Additional letters will be submitted as they are received.



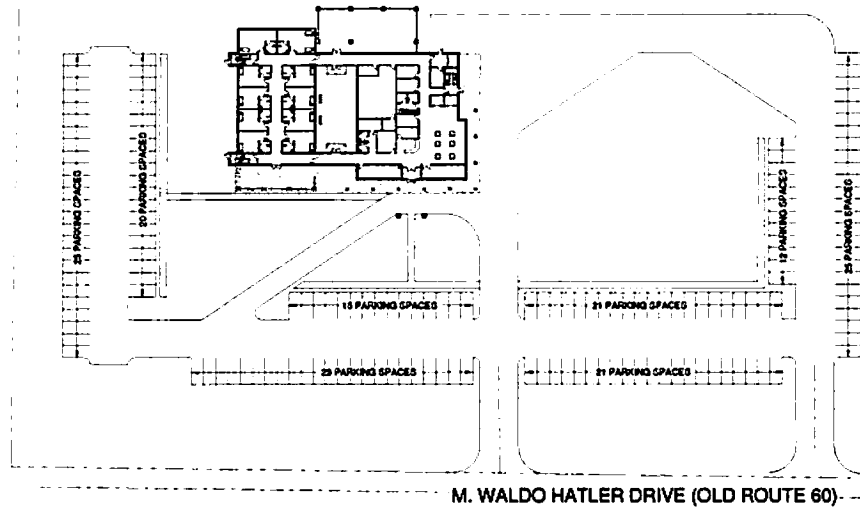
Notes

Map of:

Neosho, MO 64850



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1 SITE LAYOUT
1" = 40'-0"

NEOSHO ASSISTED LIVING

NEOSHO, MISSOURI

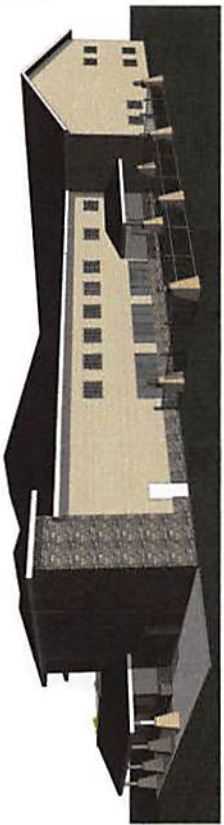
Revision Schedule	
Revision Number	Revision Date

RUMMLER ARCHITECTS	ISSUE DATE: 08-01-09
	PROJECT NUMBER: 09-001
	PROJECT LOCATION: 1000 WEST HATLER STREET, NEOSHO, MISSOURI 64651
A0.0	
SITE LAYOUT	

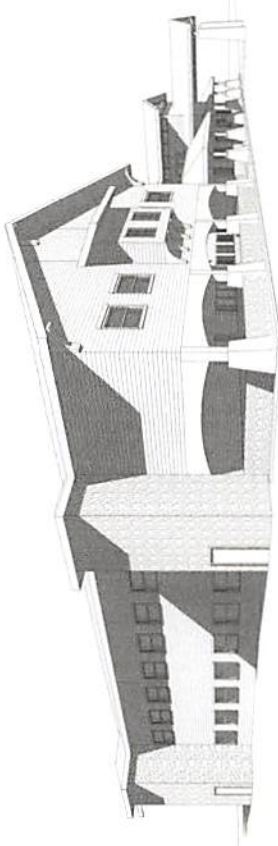
RIMILLER ARCHITECTS		3D	WMA MODEL
100 WEST MACARTHY STREET JEFFERSON CITY, MISSOURI 64501		PROJECT NUMBER: 00-000	
DATE: 04/18/2018		WMA MODEL	

Revision	Number	Date
1	1	04/18/2018

NEOSHO ASSISTED LIVING
NEOSHO, MISSOURI



3 STREET VIEW 3



2 STREET VIEW 2

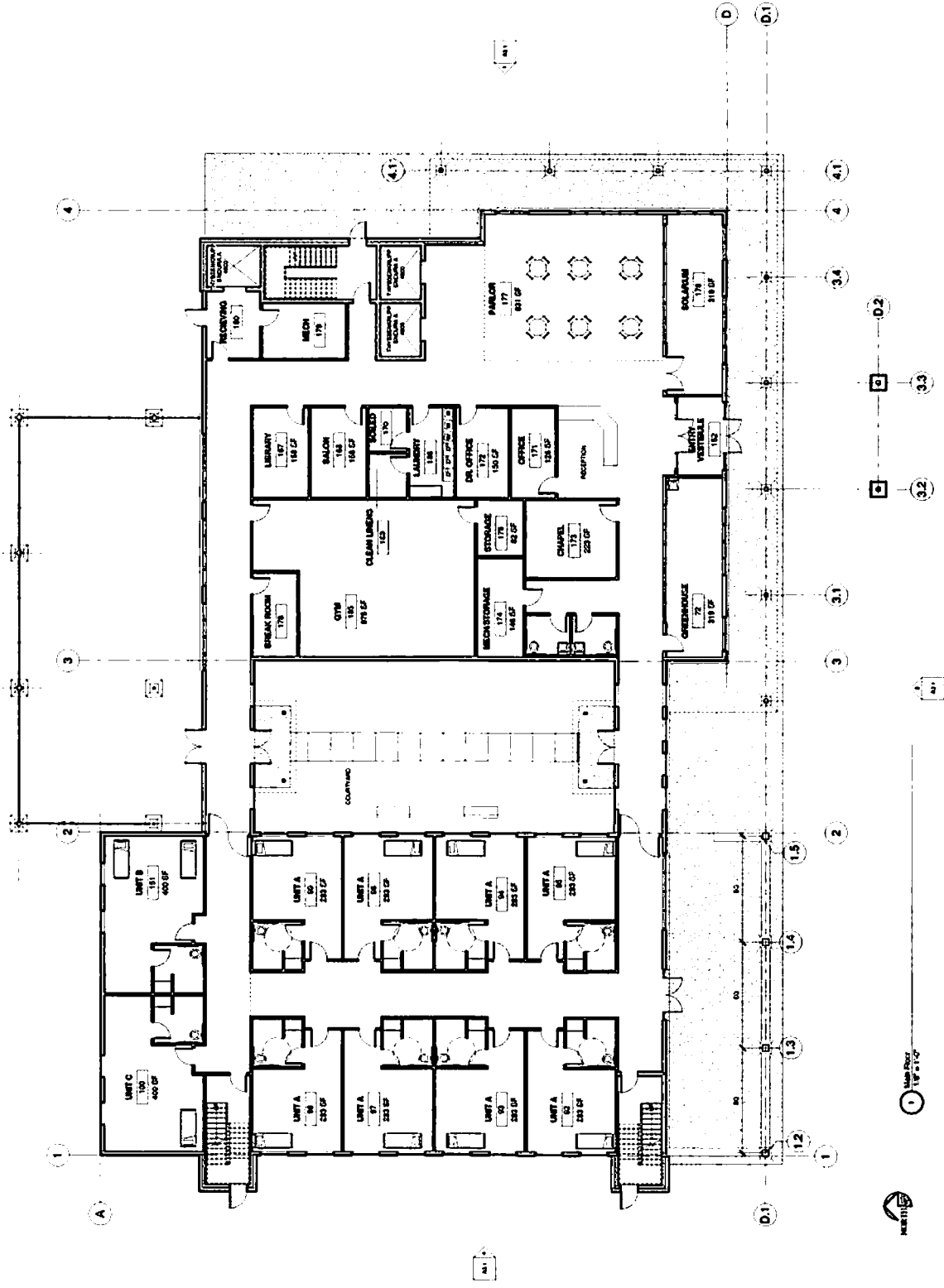
1 STREET VIEW 1



1 MASSING MODEL

13,700 SQ. FT.
FOR MAIN LEVEL

NEOSHO ASSISTED LIVING
UNIT A - SINGLE 350 SQ. FT., 16 UNITS = 56 BEDS
UNIT B - SINGLE 400 SQ. FT., 16 UNITS = 64 BEDS
UNIT C - SINGLE 400 SQ. FT., 16 UNITS = 64 BEDS
28 BEDS POSSIBLE

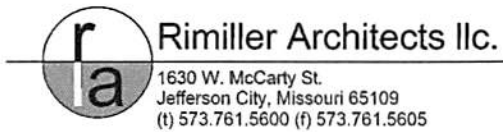


NEOSHO
ASSISTED LIVING

NEOSHO, MISSOURI

Revision	Number	Date
1	1	10/1/10

PRELIMINARY ARCHITECTS	1000 WEST MAIN STREET ST. LOUIS, MISSOURI 63101 PHONE: (314) 433-1111 FAX: (314) 433-1112 WWW.NEARCHITECTS.COM
	PROJECT NUMBER: 1000 DATE: 10/1/10
A1.1 FLOOR PLAN	1000 WEST MAIN STREET ST. LOUIS, MISSOURI 63101 PHONE: (314) 433-1111 FAX: (314) 433-1112 WWW.NEARCHITECTS.COM



August 19, 2015

Mr. Tracy Cleeton, Program Specialist
Division of Regulation and Licensure
Department of Health and Senior Services
3418 Knipp Drive
PO Box 570
Jefferson City, MO 65102-0570

Re: Webwood Assisted Living
#5230 RS

Dear Mr. Cleeton:

Attached please find architectural design site plan and floor plan for D. L. Martin Management Group, LLC's proposed 25-bed assisted living facility in Neosho, Newton County. We are submitting this as part of the above referenced Certificate of Need application. Please let us know if you need any additional information.

We are looking forward to beginning the review process with your office.

Sincerely,

A handwritten signature in cursive script that reads 'Matthew J. Rimiller'.

Matthew J. Rimiller, RA

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made as of July 9, 2015 ("Effective Date"), by and between **Robert L. Foster and Evelyn R. Foster**, Husband and Wife, ("**Seller**"), and **D.L. Martin Management Group, LLC**. (together with its' permitted assignee as hereinafter provided in this Agreement, collectively and jointly and severally, ("**Buyer**").

IN CONSIDERATION of the mutual covenants hereinafter set forth in this Agreement, the parties hereto agree as follows:

ARTICLE I The Property

1.1 Description of the Property. For the price and upon and subject to the terms, conditions and provisions herein set forth, Seller agrees to sell and convey to Buyer "as-is, where-is and with all faults", and Buyer agrees to purchase from Seller "as-is, where-is and with all faults", all of Seller's right, title and interest in, to, and under the following property (Collectively, the ("**Property**")):

- (a) A tract of unplatted real property in the County of Newton, Missouri, described on Exhibit A, together with all rights, privileges, easements, rights-of-way and hereditaments and appurtenances thereto, and all fixtures, buildings and improvements located thereon (collectively, the "**Real Property**") at the time of Closing (as defined in Section 5.1);
- (b) All of the personal property, fixtures and equipment, if any, presently affixed or attached to, placed or situated upon the Real Property and used in connection with the ownership, operation and occupancy of the Real Property, and specifically excluding any items of personal property owned by third parties or that are leased (collectively, the "**Personal Property**"); and
- (c) All assignable guarantees, warranties, licenses and permits, if any, related to the Real Property (collectively, the "**Intangible Rights**")

1.2 Exceptions. Notwithstanding any provision of this Agreement to the contrary, the parties acknowledge that the Property does not include any monies of Seller or any of its agent that are held by any utility company or other service company as a deposit, that all of such monies, if any, shall be and remain the sole property of Seller, and Buyer shall not have any right, title, interest or claim in, to or under any of such monies.

ARTICLE II
Purchase Price: Earnest Money

2.1 Purchase Price. The total purchase price (“**Purchase Price**”) to be paid by Buyer to Seller for the Property shall be **\$240,000.00, (Two Hundred Forty Thousand Dollars).**

2.2 Earnest Money.

- (a) Buyer shall deliver \$3,000.00 (Three Thousand Dollars) (the “**Earnest Money**”) to Waco Title Company (“**Escrow Agent**”), on or before the date that is ten (10) Business Days after the Effective Date.
- (b) Escrow Agent shall return the Earnest Money, less any sums due to the Escrow Agent or the Title Company (as defined in Section 3.1), to Buyer if Buyer terminates this Agreement pursuant to Section 3.1 (b)(ii) or Section 3.3 or Section 3.4(c)(ii) or either party terminates this Agreement pursuant to Section 3.5(d). Buyer hereby acknowledges and agrees that following the Approval Period (as defined in Section 3.3(a) or 3.2, the Earnest Money is non-refundable except if (x) Seller defaults under Section 7.1; (y) Buyer terminates this Agreement Pursuant to Section 3.1 (b)(ii), Section 3.3 or Section 3.1(c)(ii); or (z) either party terminates this Agreement.
- (c) Escrow Agent shall hold the Earnest Money in accordance with the terms of this Agreement. If the Closing occurs as contemplated by this Agreement, the Earnest Money shall be applied against the Purchase Price at the Closing.

2.3 Balance of Purchase Price. At or prior to the Closing, Buyer shall deliver to Escrow Agent, by transfer of immediately available funds, the balance of the Purchase Price, adjusted as set forth in Article V. At Closing, Escrow Agent shall remit the Purchase Price to Seller by transfer of immediately available funds, plus or minus such prorations.

ARTICLE III
Buyer's Due Diligence and Seller Approval Rights

3.1 Title Commitment and Updated Survey.

- (a) On or before the date that is 10 (ten) days after the Effective Date, Seller will cause Waco Title Company, 408 East 32nd Street, Joplin, MO ("**Title Company**") to issue and deliver to Buyer a title insurance commitment describing the Real Property ("**Title Commitment**") and all exception documents of record against the Property. On or before the date that is Thirty (30) days after the Effective Date, Buyer shall deliver to Buyer, a boundary survey of the Property that certifies the net square footage of the Real Property, is prepared by a surveyor licensed in the State of Missouri, and is certified to Seller and its successors and assigns (the "**Updated Survey**").
- (b) On or before the date that is 30 days after the delivery of the last of the Title Commitment or the Updated Survey ("**Objection Date**"), Buyer may notify Seller (the "**Buyer's Title Objections**") of any items disclosed in the Title Commitment that are unacceptable to Buyer in Buyer's sole discretion.
 - (i) If Buyer fails to deliver Buyer's Title Objections on or before the Objection Date, Then Buyer shall be irrevocably deemed to accept the condition of title as shown on the Title Commitment, provided Buyer does not terminate this Agreement Pursuant to Section 3.4
 - (ii) If (A) Seller notifies Buyer that it will not take such actions as may be necessary to cure the matters identified in Buyer's Title Objections; or (B) Seller fails to respond to Buyer's Title Objections, then such matters shall be deemed "Permitted Exceptions" provided Buyer does not terminate this Agreement pursuant to Section 3.4
 - (iii) If, on or before the date that is 7 days after Seller's receipt of Buyer's Title Objections, Seller notifies Buyer that Seller will take such actions as may be necessary to cure the matters identified in Buyer's Title Objections, then at Closing, Seller shall convey title to the Property to Buyer free of the matters identified in buyer's Title Objections.
- (c) If the Title Company provides any updates to the Title Commitment (each, a "**Title Update**") after the expiration of the Approval Period and Prior to the Closing Date (as defined in Section 5.1(a)), Buyer may notify Seller (the "**Buyer's Subsequent Title Objections**") of any items disclosed in the Title Update and not shown on the Title Commitment or previous Title Updates that are unacceptable to Buyer, in Buyer's sole discretion, on or

before the earlier of (y) the date that is 7 days after such receipt or (z) the Closing Date ("**Subsequent Objection Date**").

- (i) If Buyer fails to deliver Buyer's Subsequent Title Objections on or before the Subsequent Objection Date, then Buyer shall be irrevocably deemed to accept the condition of title as shown on the Title Commitment, any previous Title Updates, and the applicable Title Update.
 - (ii) If Seller notifies Buyer that it will not take such actions as may be necessary to cure the matters identified in Buyer's Subsequent Title Objections or Seller fails to respond to Buyer's Title Objections prior to the Closing, then Buyer may terminate this Agreement by delivering a written notice of termination to Seller and Escrow Agent on or before the Closing Date, in which case Escrow Agent shall return the Earnest Money and any Extension Fees, less any sums due to the Escrow Agent or the Title Company, to Buyer.
 - (iii) If, prior to the Closing, Seller notifies Buyer that Seller will take such actions as may be necessary to cure the matters identified in Buyer's Subsequent Title Objections, then at Closing, Seller shall convey title to the Property to Buyer free of the matters identified in Buyer's Subsequent Title Objections.
- (d) On or before the Closing, Seller shall Remove all Voluntary Liens; provided Seller may delay the Closing for a reasonable period in order to Remove any Voluntary Lien.

"Voluntary Lien" means any item first appearing on the Title Update after the expiration of the Approval Period and prior to the Closing Date that (i) is a monetary lien or monetary encumbrance of a definite and ascertainable amount and (ii) was created by Seller or one of its agents, including mortgage liens and mechanic liens arising from work performed on behalf of Seller.

"Remove" means that Seller causes the Title Company to delete or affirmatively insure over a Voluntary Lien as an exception to the Title Policy, without any additional cost to Buyer, whether such removal or insurance is made available in consideration of payment, bonding, indemnity or otherwise.

- (e) The following are deemed to be permitted exceptions to the status of Seller's title; all taxes and general and special assessments due the year of Closing and thereafter; all matters that would be shown on an accurate survey of the Property; underground and overhead cables, lines, and utility

services; all existing and applicable zoning ordinances, laws, codes, statutes, and subdivision regulations and other governmental laws, rules, codes, statutes, and regulations; all redemption rights relating to foreclosure; all liens granted by Seller that will be released at Closing; all title encumbrances or exceptions set forth in the Title Commitment; all other matters of record; and all other exceptions to title approved by Buyer (collectively, the "**Permitted Exceptions**").

3.2 Approval Period; Diligence.

- (a) Prior to the Effective Date Buyer commenced its due diligence and inspections of the Property. Buyer shall have up to and including the date that is 180 days after the Effective Date ("**Approval Period**"), to complete its due diligence and inspection of the Property. During the Approval Period, Seller shall allow Buyer and its agents access to the Property for the purpose of inspecting and evaluating the Property and making such reasonable tests, structural reviews, studies and investigations as Buyer shall deem necessary, including, without limitation, environmental assessments, soil tests and engineering studies with respect to the Property (collectively, the "**Inspections**"). On or before the date that is 10 days after the Effective Date, Seller shall deliver all site plans, environmental studies, surveys, and plats in Seller's possession (collectively, "**Diligence**") to Buyer provided Seller is delivering the Diligence as a courtesy and without representation of warranty as to its accuracy, completeness, or assignability. All Inspections shall be at Buyer's sole cost and expense. Buyer agrees to conduct the Inspections so as to cause a minimum of disruption to the operation of the Property and a minimum of inconvenience for Seller. Buyer shall provide Seller a minimum of twenty-four (24) hours written notice requesting entry to the Property. Seller may have a representative present during all Inspections. Buyer agrees to restore the Property substantially to its condition prior to the Inspections. In the event buyer unable to receive approval pursuant to Section 3.4.

3.3 Development Approval.

- (a) Buyer may obtain the following (collectively, "**Development Approval**") prior to the expiration of the Approval Period: (i) administrative approval from the City of Neosho and County of Newton of a plat ("**Plat**") and a site plan of the Property, including a grading plan, a representation of building elevations, and landscaping plans, showing boundaries substantially in conformance with Exhibit A and (ii) building permits substantially in conformance with the Site Plan (as defined in Section 3.6(a)).
 - (i) Buyer's obligations under this Agreement are contingent upon its securing Certificate of Needs with the Missouri Department of Health and Senior Services for a

25-Unit assisted living facility. Purchases shall have up to and including 180 days after the Effective Date.

- (ii) Buyers obligations under this Agreement are contingent upon its securing adequate financing from a financial institution, upon terms acceptable to Purchaser in Purchaser's sole discretion. Purchaser shall have up to and including 180 days after the Effective Date.

- (iii) Buyer's obligations subject to commercial easement approval from Waldo Atter Drive
- (b) Seller agrees to cooperate with Buyer in connection with any reasonable written request relating to obtaining the Development Approval, including promptly signing applications, plans, maps and other entitlement-related documents reasonably required by the City and/or County and acceptable to Seller upon the request of Buyer or the City and/or County and causing a Seller representative to attend meetings or hearings regarding the Development Approval. Seller acknowledges that, as part of obtaining the Development Approval, the City may require Seller to record various documents encumbering the Property prior to Closing, and Seller agrees to cooperate reasonably with Buyer with respect to such recordation. Buyer shall provide Seller a reasonable opportunity to review such documents and to consult with counsel and advisors prior to providing any such cooperation or signatures. Notwithstanding anything to the contrary, if Seller fails to approve or disapprove any item submitted by Buyer for approval in accordance with this Section 3.4(b) on or before the date that is 14 days after Seller's receipt thereof, Seller shall be deemed to have disapproved such item.

3.4 Survival. The indemnity obligations and the releases set forth in this Article III shall survive the Closing and any termination of the Agreement.

ARTICLE IV
Representations, Warranties and Covenants

4.1 Representations, Warranties and Covenants of Seller.

- (a) Seller hereby represents and warrants the following to Buyer (which representations and warranties shall also be true and correct as of the Closing):
- (i) Seller is husband and wife.
 - (ii) Seller has full right, title, authority and capacity to execute and perform this Agreement and to consummate all of the transactions contemplated herein.
 - (iii) The Individual that executes and delivers this Agreement and all documents to be delivered on behalf of Seller hereunder is and shall be duly authorized to do so.
 - (iv) No authorization, approvals or consents of, or fillings or registrations with, any governmental or regulatory authority or agency of the State of Missouri or any political subdivision thereof are necessary (or if necessary, has been obtained) for the execution or full performance by Seller under this Agreement. Neither the execution and delivery of this Agreement nor its performance by Seller will conflict with or result in the breach of any contract, agreement, law, rule, court order, judgment or regulation to which Seller is a party or by which Seller or (to Seller's knowledge) the Property is bound. This Agreement is valid and enforceable against Seller in accordance with its terms and each instrument to be executed by Seller pursuant to this Agreement or with its terms and each and delivered, be valid and enforceable against Seller in accordance with its terms. To Seller's knowledge, there are not attachments, executions, assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy or under other debtor relief laws contemplated by, pending or threatened against the Seller.
 - (v) Seller has not received from any Governmental Authority (as defined below) written notice of any violation of any zoning, building, fire or health code or any other statute, ordinance rule or regulation applicable to the Property, or any part thereof.
 - (vi) There is not action, proceeding or investigation pending or, to Seller's knowledge, threatened against Seller or the Property or any part thereof before any Governmental Authority (including any proceedings with respect to taxes or assessments to be levied against the Property or

- proceedings regarding the annexation of the Property by any municipality); and Seller does not know of any basis for any such action, proceeding or investigation.
- (vii) Neither Seller nor any equity owner of Seller is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets, Control, Department of the Treasury ("**OFAC**") and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC (such lists are collectively referred to as the "**Lists**").

Seller hereby covenants and agrees that if Seller obtains knowledge prior to the Closing that Seller or any of its equity owners becomes listed on the Lists or is indicated, arraigned, or custodially detained on charges involving, money laundering or predicate crimes to money laundering, Seller shall immediately notify Buyer in writing, and in such event and if Closing has not yet occurred, Buyer shall have the right to terminate this Agreement without penalty or liability to Seller immediately upon delivery of written notice thereof to Seller. In such event the Earnest Money and any Extension Fees shall promptly be returned to Buyer.

The terms "**Governmental Authority**" and "**Governmental Authorities**" mean the United States of America, the State of Missouri, the county where the Real property is located, and the City, and any other political subdivision in which the Real Property is located or that exercises jurisdiction over the Real Property or the construction of multifamily residential improvements on the Real Property, and any agency, department, commission, board, bureau, property owners association, utility district, flood control district, improvement district, or similar district, or other instrumentality of any of them.

- (b) As a material inducement for Buyer to enter into this Agreement and purchase the Property, Seller hereby covenants as follows:
- (i) Seller will not market the Property for sale or solicit or accept any offers to purchase the Property from any party other than Buyer.
 - (ii) Seller shall not materially alter the condition of the Property with Buyer's Prior written consent

4.2 Representations, Warranties and Covenants of Buyer. Buyer hereby represents and warrants to Seller (Which representations and warranties shall also be true and correct as of the Closing) that; (a) Buyer is duly organized, validly existing and is good standing under the laws of the state of its incorporation or formation; (b) Buyer has full right, title, authority and capacity to execute and perform this Agreement and to consummate all of the transactions contemplated herein; and (c) the individual who executes and delivers this Agreement and all documents to be delivered on Buyer's behalf under this Agreement is and shall be duly authorized to do so.

- 4.3 Survival.** All representations and warranties in this Agreement shall survive the Closing for a period of 180 days and shall not merge into the Deed. In order to preserve any claim for any alleged breach of a representation or warranty under this Agreement, the party alleging the breach shall deliver written notice to the other party within such 180 day period.

ARTICLE V

Closing

5.1 Time and Place of Closing.

- (a) **General.** Provided that all of the conditions of this Agreement have been satisfied, the closing of the transaction contemplated by this Agreement ("**Closing**") shall take place on the date that is thirty days after the expiration of the Approval Period, or such other date as the parties may agree in writing ("**Closing Date**").
- (b) **Closing Date Extensions.**
 - (i) If, after commercially reasonable efforts, Buyer is unable to obtain the Development Approval on or before the expiration of the Approval Period, Buyer may extend the Closing Date to the date that is 60 days after the expiration of the Approval Period, or such other date as the parties may agree in writing ("**First Extension Option**"), by delivering the following on or before the expiration of the Approval Period (y) to Seller and Escrow Agent, written notice of such extension, and (z) to Escrow Agent, by wire transfer of immediately available funds, an extension fee of \$1,000.00 (One Thousand Dollars) ("**First Extension Fee**"). Buyer's proper exercise of the First Extension Option shall not extend the expiration date of the Approval Period.
 - (ii) If, after commercially reasonable efforts, Buyer is unable to obtain the Development Approval on or before the date that is 30 days after the expiration of the Approval Period, provided Buyer properly exercises the First Extension Option, Buyer may extend the Closing date to the date that is 90 days after the expiration of the Approval Period, or such other date as the parties may agree in writing ("**Second Extension Option**"), by delivering the following on or before the date that is 30 days after the expiration of the Approval Period: (y) to Seller and Escrow Agent, written notice of such extension; and (z) to Escrow Agent, by wire transfer of immediately available funds, an extension fee of \$1,000.00 ("**Second Extension**" the First Extension Fee and the Second Extension Fee are collectively "**Extension Fees**"). Buyers' proper exercise of the Second Extension Option shall not extend the expiration date of the Approval Period.
 - (iii) Buyer and Seller agree that (i) any Extension Fee delivered to Escrow Agent is non-refundable except if (x) Seller defaults under Section 7.1; (y) Buyer terminates this

Agreement pursuant to Section 3.1(c)(ii) or 3.1(b)(ii); or (z) either party terminates this Agreement pursuant to Section 3.4; and (ii) the Extension Fees, if delivered to Escrow Agent in accordance with the Section 5.1(b), shall be applied against the Purchase Price at the Closing.

5.2 Events of Closing. At the Closing

(a) Seller Deliveries. Seller shall deliver the following to Escrow Agent:

- (i)** An executed special warranty deed in form and substance satisfactory to the Title Company ("**Deed**") conveying to Buyer "as-is, where -is, and with all faults". All of Seller's rights, title and interest in and to the Property without any recourse, representation, or warranty other than warranties of title typical of a special warranty deed, subject only to the Permitted Exceptions;
- (ii)** Such documents, certificates, affidavits and other instruments as may be reasonably required by and solely in favor of the Title Company, any other title company, and Escrow Agent in order to close the transaction contemplated under this Agreement, including, but not limited to, the Title Company's standard owner's closing affidavit; provided, however, that with respect to any such owner's closing affidavit or any other affidavit, Seller may in its sole discretion modify such affidavit in a manner that is acceptable to Title Company, such other title company, and Escrow Agent and, in any event, Seller shall only be obligated to opine with respect to facts thereunder to its then current actual knowledge and without having made, or being required to make, any independent investigation of the facts, and only with respect to those matters first occurring during its period of record ownership of the Property;
- (iii)** Such evidence of the authority and capacity of Seller and its representatives as the Escrow Agent, such other title company, and Title Company may reasonable require;
- (iv)** An affidavit reflecting that Seller is not a foreign person and any other affidavits or certifications as are required to be delivered or signed by Seller by applicable state and local law; and
- (v)** To the extent not granted on the Plat, such executed and acknowledged easements across the Real Property and Seller's remaining property as required.

- (b) **Title Policy.** Subject to the Title Company's receipt of payment of the cost therefor as provided in Section 5.3, Buyer shall cause the Title Company to issue an ALTA standard coverage owner's policy of title insurance for the benefit of Buyer at the Closing in the amount of the Purchase price and guaranteeing Buyer's title in the condition set forth the Title Commitment ("**Title Policy**")' provided Buyer shall have the right to request that the Title Company issue extended coverage or endorsements to such policy of title insurance so long as the issuance of such extended coverage or endorsements is not a condition precedent to the Closing, shall not delay or extend the Closing Date, and results in no cost to Seller.
- (c) **Buyer Deliveries:** Buyer shall deliver the following to Escrow Agent:
- (i) Authorization for Escrow Agent to deliver the Purchase Price to Seller by wire transfer in immediately available funds, minus the expenses set forth in clauses (iv) and (v) of Section 5.3(a) and plus or minus the prorations set forth in Section 5.4;
 - (ii) Such evidence of the authority and capacity of Buyer and its representatives as the Escrow Agent and Title Company may reasonably require; and
 - (iii) Such documents, certificates, affidavits and other instruments as may be reasonably required by the Escrow Agent and Title Company in order to close the transaction contemplated under this Agreement.

5.3 Expenses. Regardless of local custom or practice:

- (a) Seller shall pay (i) the cost of performing its obligations under this Agreement; (ii) its share of the prorations provided in Section 5.4; (iii) its own attorneys' fees; (iv) one-half of any customary escrow fee charged by the Escrow Agent in connection with the Closing; (v) the full amount of the premium for the Title Policy; and (vi) one-half of all transfer and recording taxes and other fees that are required to be paid in connection with the recording the Deed.
- (b) Buyer shall pay (i) the cost and expense of Buyer performing its obligations under this Agreement; (ii) its share of the prorations provided in Section 5.4; (iii) its own attorneys' fees; (iv) one-half of any customary escrow fee charged by the Escrow Agent in connection with the Closing; (v) all other fees or charges of the Escrow Agent and Title Company.

Buyer shall pay all other costs, including (i) the premium for any costs attributable to any extended coverage or the issuance of any endorsements to the Title Policy or the deletion of any exceptions, other than Voluntary Liens pursuant to Section 3.1(d), including the standard exceptions from the standard title policy; (ii) any fees for a loan policy of title

insurance issued by the Title Company or any other title insurance company; (iii) any documentary or other tax or fee payable in connection with any mortgage or deed of trust that is to be recorded or any promissory note that is executed in connection with the Closing, (iv) the cost of all ordinances fees; (v) the cost of the Updated Survey or any other survey of the Property (whether or not related to title insurance); (vi) all due diligence expenses; and (vii) all costs, fees, and expenses in connection with the Development Approval.

5.4 Prorations.

- (a) **Real estate Taxes and Assessments.** Real estate taxes and installments of special assessments, and supplemental and personal property taxes and assessments for the Property shall be prorated by the parties as of the Closing Date on the basis of a three hundred sixty-five (365) day year on the basis that Seller is responsible for (i) all such taxes and installments of special assessments for the fiscal year of the applicable taxing authority occurring prior to the Current Tax Period (as defined below); and (ii) that portion of such taxes and installments of special assessments for the Current Tax Period through the date immediately preceding the Closing Date, whether or not the same shall be payable prior to the Closing Date, provided, however, that Seller shall not be responsible for any portion of an increase in real, supplemental or personal property taxes or assessments resulting from the sale of the Property to Buyer (whether for taxes or assessments that accrued before or after the Closing) and Buyer shall be solely obligated for payment of the same and agrees to hold Seller harmless from any liability relating to the same. **"Current Tax Period"** refers to the fiscal year of the applicable taxing authority in which the Closing occurs. All tax and assessment prorations shall be based upon the latest available tax and assessment statement(s) and, accordingly, if the amount of any such real estate taxes or special assessment's for the Current Tax Period cannot be ascertained at the Closing as the result of the unavailability of any tax or assessment statement for such period, then the proration shall be computed on the amount of the preceding fiscal year's tax or assessment, with no adjustment to be made post-closing.
- (b) **Other Income and Expenses.** All income and expenses not described above shall be prorated in connection with the Closing. Seller is responsible for expenses through and including the date immediately preceding the Closing Date and Buyer is responsible for expenses thereafter.

- 5.5 Possession.** Sell shall deliver possession of the Property to Buyer at the time of Closing, subject only to the Permitted Exceptions

ARTICLE VI

Damage to Property and Condemnation

Seller agrees to give to the Buyer prompt written notice of any casualty affecting the Property or any actual or threatened taking or condemnation of all or any portion of the Property between the Effective Date and the Closing Date. In such case, Buyer may terminate this Agreement by giving Seller and the Escrow Agent a written notice of termination received on or before the date that is ten (10) Business Days after Buyer's receipt of such notice, in which case Escrow Agent shall return the Earnest Money and any Extension Fees, less any sums due to the Escrow Agent or the Title Company, to Buyer. If Buyer does not terminate this Agreement during such period by timely providing such notice (a) the Closing shall take place as provided herein without abatement of the Purchase Price; (b) Seller shall assign to Buyer at the Closing all of Seller's interest in and to all insurance and condemnation proceeds or condemnation awards; and (c) Buyer shall receive a credit for the deductible under the applicable insurance policies in the event of a casualty.

ARTICLE VII
Termination, Default and Remedies

- 7.1 Default by Seller.** Seller shall be in default under this Agreement if Seller fails to meet, comply with or perform any material covenant, agreement or obligation required on its part, within the time limits and in the manner required in this Agreement, or if Seller fails to deliver at the Closing any of the items required of Seller in Section 5.2(a) or 5.2(b) for reason other than a default by Buyer under this Agreement.
- 7.2 Default by Buyer.** Buyer shall be in default under this Agreement if Buyer fails to meet, comply with or perform any material covenant, agreement or obligation required on its part, within the time limits and in the manner required in this Agreement, or if Buyer fails to deliver at the Closing any of the items required of Buyer in Section 5.2(c), for any reason other than a default by Seller under this Agreement.
- 7.3 Remedies.**
- (a) If Buyer defaults under this Agreement, then Seller shall be entitled to terminate this Agreement by written notice to Buyer and Escrow Agent (in which event, however, any indemnification rights and obligations under this Agreement and any other obligations which by the express terms of this Agreement are intended to survive any cancellation or termination of this Agreement (collectively, the “**Continuing Obligation**” shall continue in effect) and to receive and retain the Earnest Money and any Extension Fees and all interest thereon, if any, as liquidated damage and as its sole and exclusive remedy for such default.
 - (b) If Seller defaults under this Agreement, then Buyer may terminate this Agreement by written notice to Seller and Escrow Agent (in which event, however, any Continuing Obligations shall continue in effect) and receive a prompt return of the Earnest Money and any Extension Fees (or such portion thereof then paid by Buyer and held by Escrow Agent) from Escrow Agent, and Buyer shall be entitled to receive, as liquidated damages from Seller, reimbursements for actual out-of-pocket expenses resulting from Inspections and efforts to obtain the Development Approval.

Notwithstanding the foregoing, if Seller is able but unwilling to convey all of Seller's right, title and interest in and to the Property at Closing as reflected on the Commitment and otherwise subject only to Permitted Exceptions without any recourse, representation, or warranty, Buyer may seek specific performance of the terms of this Agreement from Seller and record a lis pendens in connection therewith if (y) Buyer has not committed any material default hereunder or terminated this Agreement; and (z) Buyer is ready, willing, and able to deliver the remaining balance of the Purchase Price to Escrow Agent provided Seller shall not be required to cure any title encumbrances in connection with such specific performance, except as provided in Section 3.1(d). Buyer must commence

any action to seek specific performance within (30) Days after Seller's refusal to deliver title at Closing or Buyer shall be deemed to have waived the remedy of specific performance and to have elected to terminate this Agreement and receive a prompt return of the Earnest Money and any Extension Fees and payment of the Reimbursement as liquidated damages, as its sole and exclusive remedy for such default. If Buyer brings an action against Seller for specific performance of the terms of this Agreement, Buyer shall not be entitled to seek or recover any damages from Seller in connection with such action (excluding reasonable attorneys' fees and court costs) and Buyer hereby waives any right that Buyer may have to seek or recover any damages from Seller in connection with such action, including, without limitation, consequential, incidental or punitive damages.

- 7.4 **No Contesting Liquidated Damage Provisions.** Each party agrees that the actual damages to Seller or Buyer in the event of a default by the other party are impartial to ascertain and that the respective liquidated damage amounts described in this Article VII are reasonable estimates thereof and shall be and constitute valid liquidated damages. As material consideration to each party's agreement to the liquidated damages provisions of this Agreement, each party hereby agrees to waive any and all rights whatsoever to contest the validity of any liquidated damage provisions for any reason, including, but not limited to, that such provision was unreasonable under circumstances existing at the time his Agreement was made.

ARTICLE VIII
Miscellaneous

- 8.1 Notices.** All notices demands, requests and other communications required or permitted by this Agreement by any party hereto to any other party or to Escrow Agent or to Title Company shall be in writing and shall be validly given or made by any party, or any party's attorney on behalf of such party, only if personally served or delivered by Federal Express or other similar reputable national courier service keeping records of deliveries and attempted deliveries. In the event of personal service, notice shall be deemed effective when delivered. Delivery by courier shall be conclusively deemed made on the first Business Day delivery is attempted or upon receipt, whichever is sooner. A copy of each notice must also be delivered by e-mail address of the intended recipient as set forth below, and such notice shall be deemed delivered (without personal service or courier delivery) if responsive e-mail is returned to the party giving notice that acknowledges receipt of such e-mailed notice.

All such notices, demands, requests and other communications shall be addressed to the address at its address set forth below or at such other address as such party may have previously specified by notice delivered in accordance with this Section:

If to Seller:

Robert L. & Evelyn R. Foster
P.O. Box 148
Neosho, Missouri 64850

Email: rlfoster@sbcglobal.net

If to Buyer:

D.L. Martin Management Group, LLC
3590 Old Highway 54
Lake Ozark, Missouri 65049
Attention: Dana Martin

Email: dana@danamartinlaw.com

With a copy to:

Derek Martin
4117 Springfield Court
Midland, TX 79707

Email: dereklmartin10@gmail.com

If to Title Company:

Waco Title Company
408 East 32nd Street
Joplin, MO 64804

If to Escrow Agent:

Waco Title Company
408 East 32nd Street
Joplin, MO 64804

Any person or entity may change their address for the purpose of receiving notices or demands as herein provided by a written notice given in the manner aforesaid to the others, which notice of change of address shall not become effective, however, until the actual receipt thereof by the others.

8.2 Governing Law; Venue; Jury Trial Waivers. The laws of the State of Missouri shall govern and validity, enforcement and interpretation of this Agreement. Any dispute or cause of action under this Agreement shall be resolved in a court of competent subject matter jurisdiction in the County in which the Property is located. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY WAIVES ITS RESPECTIVE RIGHTS TO A TRIAL BEFORE A JURY IN CONNECTION WITH ANY CLAIM DISPUTE, OR CONTROVERSY ARISING WITH RESPECT TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.**

8.3 Integration; Modification; Waiver. This Agreement constitutes the complete and final expression of the agreement of the parties relating to the Property, and supersedes all previous contracts, agreements and understandings of the parties, either oral or written, relating to the Property. This Agreement cannot be modified, nor may any of the terms hereof be waived, except by an instrument in writing (referring specifically to this Agreement) executed by the party against whom enforcement of the modification or waiver is sought.

8.4 Counterpart Execution; Copies of Signatures. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement. A photocopied, scanned, telecopied, or other electronic signature of any party to this Agreement shall have the same force and effect as an original signature for all purposes.

8.5 Headings; Construction. The Headings which have been used throughout this Agreement have been inserted for convenience of reference only and do not constitute matter to be construed in interpreting this Agreement. Words of any gender used in this Agreement shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, and vice versa, unless the context

requires otherwise. The words "herein," "hereof," "hereunder" and other similar compounds of the word "here" when used in this Agreement shall refer to the entire Agreement and not to any particular provision or section. If the last day of any time period stated herein falls on a day that is not a Business Day, then the duration of such time period shall be extended so that it shall end on the next succeeding day that is a Business Day. As used in this Agreement, the term "**Business Day**" shall mean any day other than a Saturday, Sunday or legal holiday in the State of Missouri.

- 8.6 **Invalid Provisions.** If any one or more of the provisions of this Agreement, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of any such provision shall not be affected thereby.
- 8.7 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of Seller and Buyer and, with respect to the provisions of Article X, the Escrow Agent. Without the prior consent of Seller, Buyer may assign all, but not less than all, of its rights and obligations under this Agreement to any entity that is owned or controlled by Buyer; provided, however, that no such assignment shall relieve Buyer of any of its obligations under this Agreement, and in the event of such an assignment, Buyer and the assignee of Buyer shall be jointly and severally liable for all of the obligations of the Buyer under this Agreement. Buyer shall provide written evidence of any such permitted assignment to Seller and Escrow Agent at least three (3) Business Days prior to the Closing. If Seller consents to any assignment of this Agreement by Buyer other than any assignment which is permitted by the express terms of this Agreement without Seller's consent then (i) such assignment shall be evidenced by a written assignment and assumption agreement that must be approved in writing by Seller; and (ii) in any event, Buyer shall nonetheless not be relieved of any of its obligations under this Agreement and shall remain jointly and severally liable under this Agreement with the assignee or Buyer.
- 8.8 **Further Acts; Survival of Continuing Obligations.** In addition to the acts recited in this Agreement to be performed by Seller and Buyer, Seller and Buyer agree to promptly perform or cause to be performed at the Closing or after the Closing all such further acts as may be reasonably necessary to consummate the transactions contemplated hereby. The obligations described in this Section 9.3 and the Continuing Obligations shall in all respects survive the Closing and transfer of the Property by Seller to Buyer.
- 8.9 **Time of the Essence.** Time is of the essence of this transaction and all of the terms and provisions of this Agreement.
- 8.10 **Legal Expenses.** In the event of any litigation, claim, or proceeding arising out of the terms and conditions of this Agreement, the prevailing party in such litigation, claim, or proceeding shall recover from the non-prevailing party reasonable out-of-pocket attorneys' fees and costs incurred as a result of such litigation.

- 8.11 Interpretation of Agreement.** The preparation of this Agreement has been a joint effort of Buyer and Seller, each of whom have had an adequate opportunity to consult with counsel of their choice, and this Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted. If any words or phrases in this Agreement shall have been stricken out or otherwise added, this Agreement shall be construed as if the words or phrases so stricken out are otherwise eliminated or never included in this Agreement. No implication or inference shall be drawn from fact that such words or phrases were so stricken out or otherwise eliminated.

ARTICLE IX
Confidentiality

- 9.1 **Seller Confidential Information.** Buyer agrees that it shall keep this Agreement, the terms and conditions of this Agreement and all materials, documents and information pertaining to the Property that is at any time delivered by Seller or any of its agents or representatives to the Buyer or any of its agents or representatives (collectively, the **"Seller Confidential Information"**) confidential and that Buyer shall not disclose the Seller Confidential Information to any person or entity for any reason whatsoever except as specifically permitted herein or except as may be necessary to comply with the order of any court of competent jurisdiction. Buyer shall restrict dissemination of Seller Confidential Information within its own organization and to Buyer's representatives, advisors, consultants or lenders and to the Title Company and Escrow Agent so that the Seller Confidential Information shall be revealed only to the extent necessary to enable Buyer to fulfill the terms of this Agreement.
- 9.2 **Buyer Confidential Information.** Seller agrees that it shall keep this Agreement, the terms and conditions of this Agreement and all materials, documents and information pertaining to the Property that is at any time delivered by Buyer or any of its agents or representatives to the Seller or any of its agents or representatives (collectively, the **"Buyer Confidential Information"**) confidential and that Seller shall not disclose the Buyer Confidential Information to any person or entity for any reason whatsoever except as specifically permitted herein or except as may be necessary to comply with the order of any court of competent jurisdiction. Seller shall restrict dissemination of Buyer Confidential Information within its own organization and to Seller's representatives, advisors, consultants or lenders and to the Title Company and Escrow Agent so that the Buyer Confidential Information shall be revealed only to the extent necessary to enable Seller to fulfill the terms of this Agreement.
- 9.3 **Survival.** Notwithstanding any term or provision of this Agreement to the contrary, the terms and provisions of this Article X shall survive any termination or cancellation of this Agreement.

ARTICLE X
Escrow Provisions

The following provisions pertain to Escrow Agent's limitation of liability;

- 10.1 Limited Liability of Escrow Agent.** The parties agree the duties of the Escrow Agent are only as herein specifically provided in this Agreement, are purely ministerial in nature, and the Escrow Agent shall incur no liability whatsoever except for its own willful misconduct or gross negligence. Seller and Buyer each hereby release the Escrow Agent from any act done or omitted to be done by the Escrow Agent in good faith in the performance of its duties hereunder.
- 10.2 Costs and Expenses.** Except as and only to the extent otherwise provided elsewhere in this Agreement to the contrary, all out-of-pocket costs and expenses (including, without limitation, reasonable attorneys' fees and costs) incurred by Escrow Agent as the result of its serving as escrow agent under this Agreement (other than any of such costs and expenses incurred as the result of the Escrow Agent taking any action or omitting to take any action in bad faith, in willful disregard of this Agreement or involving gross negligence on the part of Escrow Agent) and all escrow fees charged by Escrow Agent in connection with its acting as escrow agent shall be paid by Buyer and Seller equally.
- 10.3 Notices Concerning Escrow Agent.** All notices and demands to Escrow Agent or from Escrow Agent to Seller or Buyer shall be in writing and shall be governed by Section 8.1. Escrow Agent shall be entitled to rely on all communications which purport to be on behalf of the party giving such communication and purporting to be signed by an authorized party or any attorney of any party as may be designated from time to time by Seller or Buyer.
- 10.4 Resignation of Escrow Agent.** Escrow Agent may resign from serving as escrow agent under this Agreement at any time by giving ten (10) Business Days prior written notice to that effect to each of Seller and Buyer. In such event, the successor escrow agent shall be selected by Seller and approved by Buyer, such approval not to be unreasonably withheld or delayed.
- 10.5 Reliance by Escrow Agent.** In its capacity as Escrow Agent, Escrow Agent shall not be responsible for the genuineness or validity of any security, instrument, document or item deposited with it, and shall have no responsibility other than to faithfully follow the instructions contained in this Agreement, and Escrow Agent is fully protected in acting in accordance with any written instrument given to it hereunder by Buyer or Seller and believed by Escrow Agent to have been signed by the proper person. Escrow Agent may assume that any person purporting to give any notice under this Agreement and representing that they have authority to do so has been duly authorized to do so.

- 10.6 No Other Duties or Liabilities.** Escrow Agent shall have no duties or responsibilities other than those expressly set forth in this Agreement and that pertain to its duties as escrow agent. Escrow Agent shall have no duty to enforce any obligation of any person or entity to make any payment or delivery or to enforce any obligation of any person or entity to perform any other act. Escrow Agent shall be under no liability to Buyer or Seller or to anyone else by reason of any failure on the part of Buyer or Seller to perform its obligations under any document.

[THE REMAINDER OF THIS PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date.

SELLER:

Robert L. Foster
Evelyn R. Foster
P.O. Box 148
Neosho, MO 64850

By: [Signature]
Name: ROBERT L. FOSTER
Title: OWNER
7-9-15

By: Evelyn R. Foster
Name: EVELYN R. FOSTER
Title: OWNER
7-9-15

BUYER:

D.L. Martin Management Group, LLC
3590 Old Highway 54
Lake Ozark, MO 65049

By: [Signature]
Name: Derek Martin
Title: Buyer/Owner
7/9/2015

By: [Signature]
Name: Dana Martin
Title: Buyer/Owner

JOINDER BY ESCROW AGENT

Waco Title Company, as agent for Agents National Title Insurance "Title Insurance Company, has joined in the execution of the Purchase and Sale Agreement solely for the purpose of evidencing its agreement to serve as the "Escrow Agent" under and in accordance with the terms and provisions of such Purchase and Sale Agreement.

Date: _____, 2015

Waco Title Company
as agent for Agents National Title Insurance Company

By: _____

Name: _____

Title: _____

EXHIBIT A

The land referred to in this Commitment is described as follows:

A tract of land which is the Fifteen (15) acres in the Southwest corner of Section 26, Township 25 North, Range 32 West in Neosho, Newton County, Missouri as depicted herein Exhibit A-1.

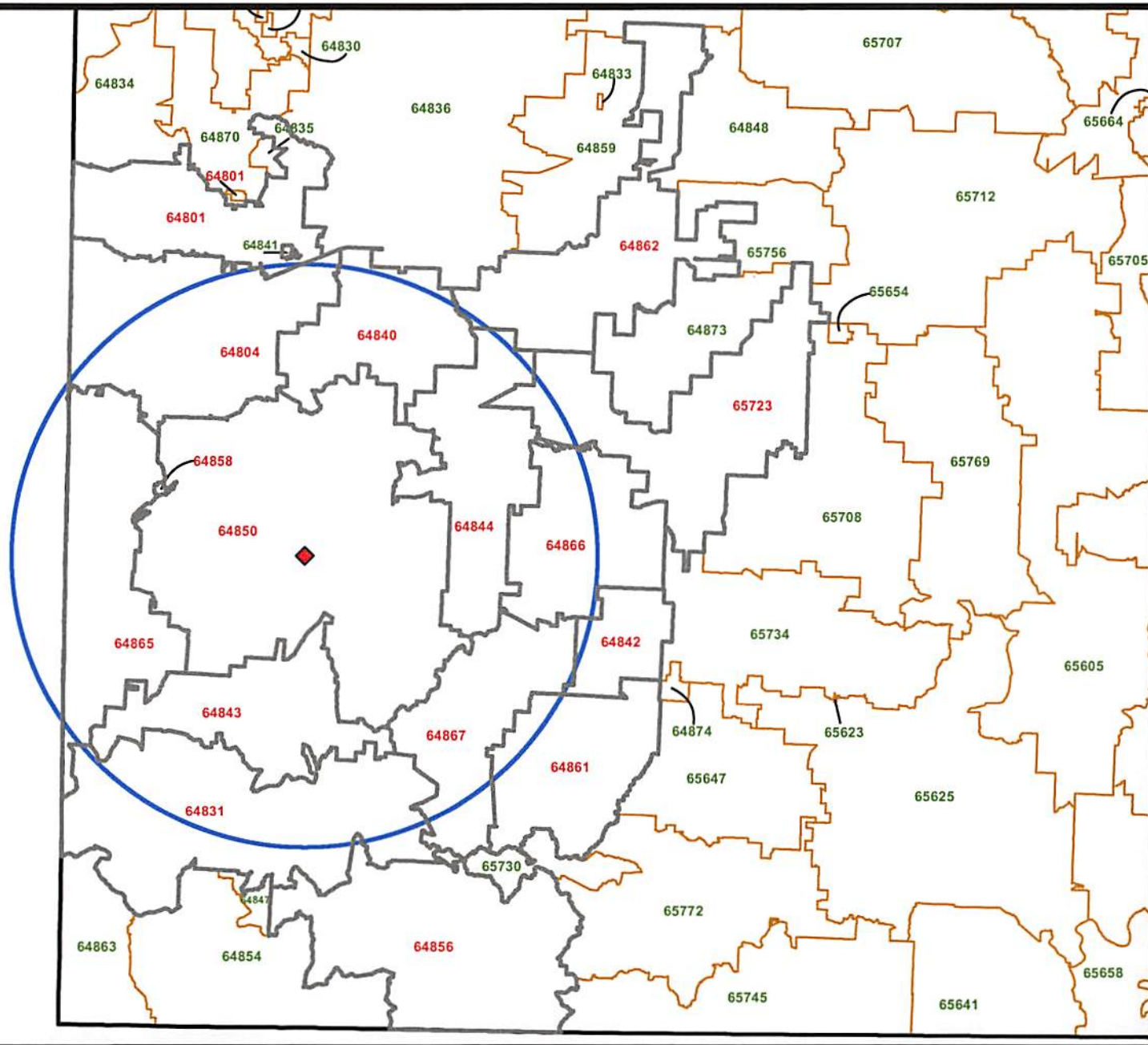
2020 Population Projections			
Zip Codes			
Zip	County	Total Pop.	65+ Pop.
64801	Jasper	38880	6139
64804	Newton/Jasper	42593	8174
64831	McDonald	6337	1007
64840	Newton/Jasper	3022	498
64842	Newton/Barry	868	162
64843	McDonald/Newton	3561	510
64844	Newton	5034	843
64850	Newton/McDonald	26548	4408
64856	McDonald	4832	604
64858	Newton	164	23
64861	McDonald/Newton	1324	172
64862	Jasper/Newton	3771	695
64865	Newton/McDonald	6396	1163
64866	Newton	1584	267
64867	McDonald/Newton	1580	227
65723	Lawrence/Newton/Barry	3860	681
Totals		150354	25573

CON 15 Mile Radius (Zip)

1640-1700 Waldo Hatler Memorial Drive

Neosho, MO 64850

(Lat: 36.851731 & Long: -94.397502)



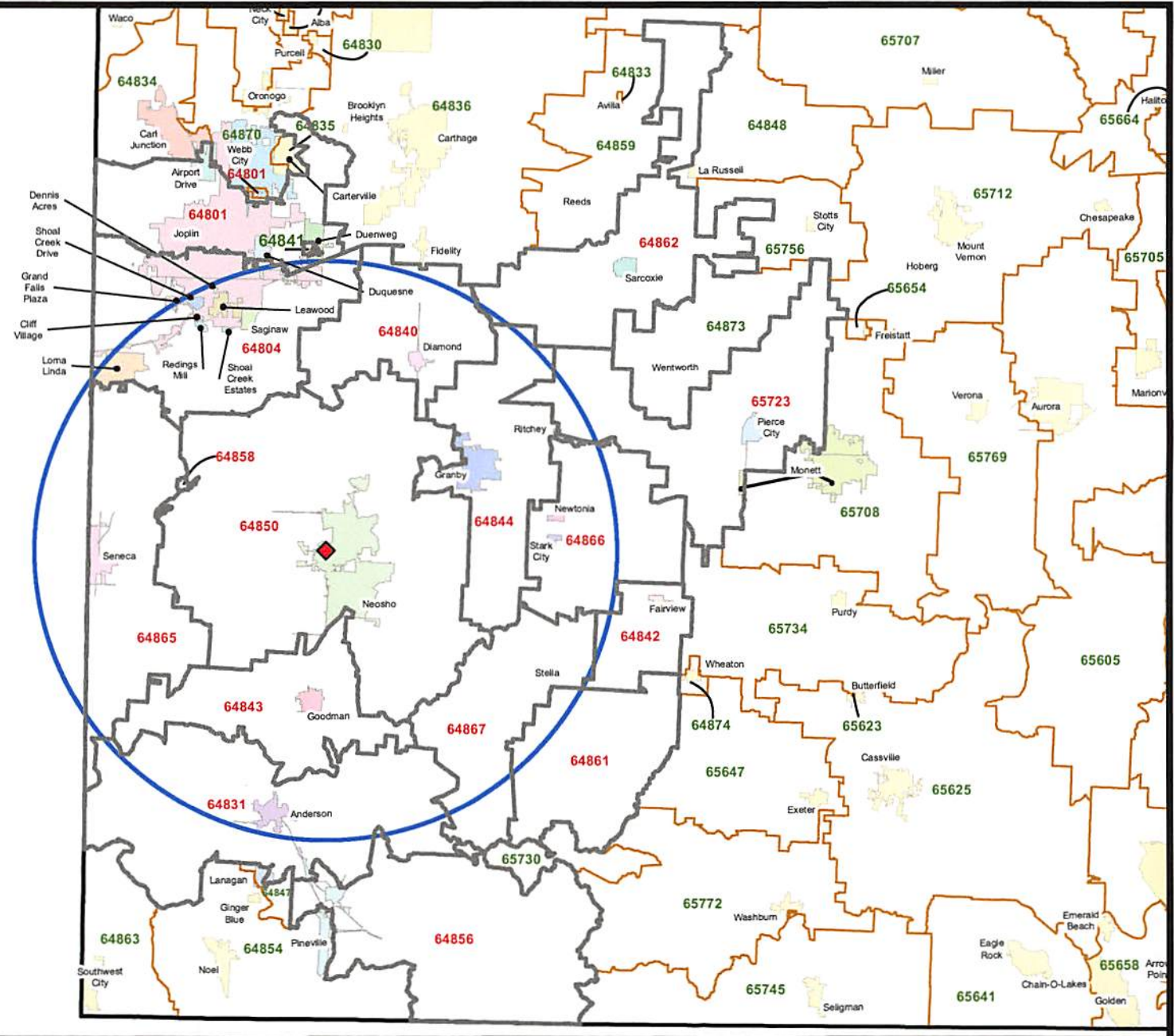
2020 Population Projections				
City				
Zip	City	County	Total Pop.	65+ Pop.
64801	Airport Drive	Jasper	1006	238
64831	Anderson	McDonald	2032	377
64801	Carl Junction	Jasper	8490	1208
64804	Cliff Village	Newton	45	7
64804	Dennis Acres	Newton	81	10
64840	Diamond	Newton	988	186
64801	Duenweg	Jasper	1401	210
64801	Duquesne	Jasper	1747	337
64804	Duquesne	Jasper	1747	337
64842	Fairview	Newton	379	82
64843	Goodman	McDonald	1242	199
64844	Granby	Newton	2159	403
64804	Grand Falls Plaza	Newton	122	41
64801	Joplin	Jasper	53248	9622
64804	Joplin	Jasper	53248	9622
64804	Joplin	Newton	53248	9622
64831	Lanagan	McDonald	410	69
64804	Leawood	Newton	599	114
64804	Loma Linda	Newton	887	208
64865	Loma Linda	Newton	887	208
65723	Monett	Lawrence	9578	1693
64850	Neosho	Newton	13007	2259
64866	Newtonia	Newton	195	46
65723	Pierce City	Lawrence	1207	239
64831	Pineville	McDonald	771	124
64856	Pineville	McDonald	771	124
64804	Redings Mill	Newton	154	39
64844	Ritchey	Newton	86	27
64804	Saginaw	Newton	318	56
64862	Sarcoxie	Jasper	1257	266
64865	Seneca	Newton	2557	540
64804	Shoal Creek Drive	Newton	334	84
64804	Shoal Creek Estates	Newton	118	24
64866	Stark City	Newton	139	34
64867	Stella	McDonald	157	28
64801	Webb City	Jasper	11437	1621

CON 15 Mile Radius (City - Full)

1640-1700 Waldo Hatler Memorial Drive

Neosho, MO 64850

(Lat: 36.851731 & Long: -94.397502)

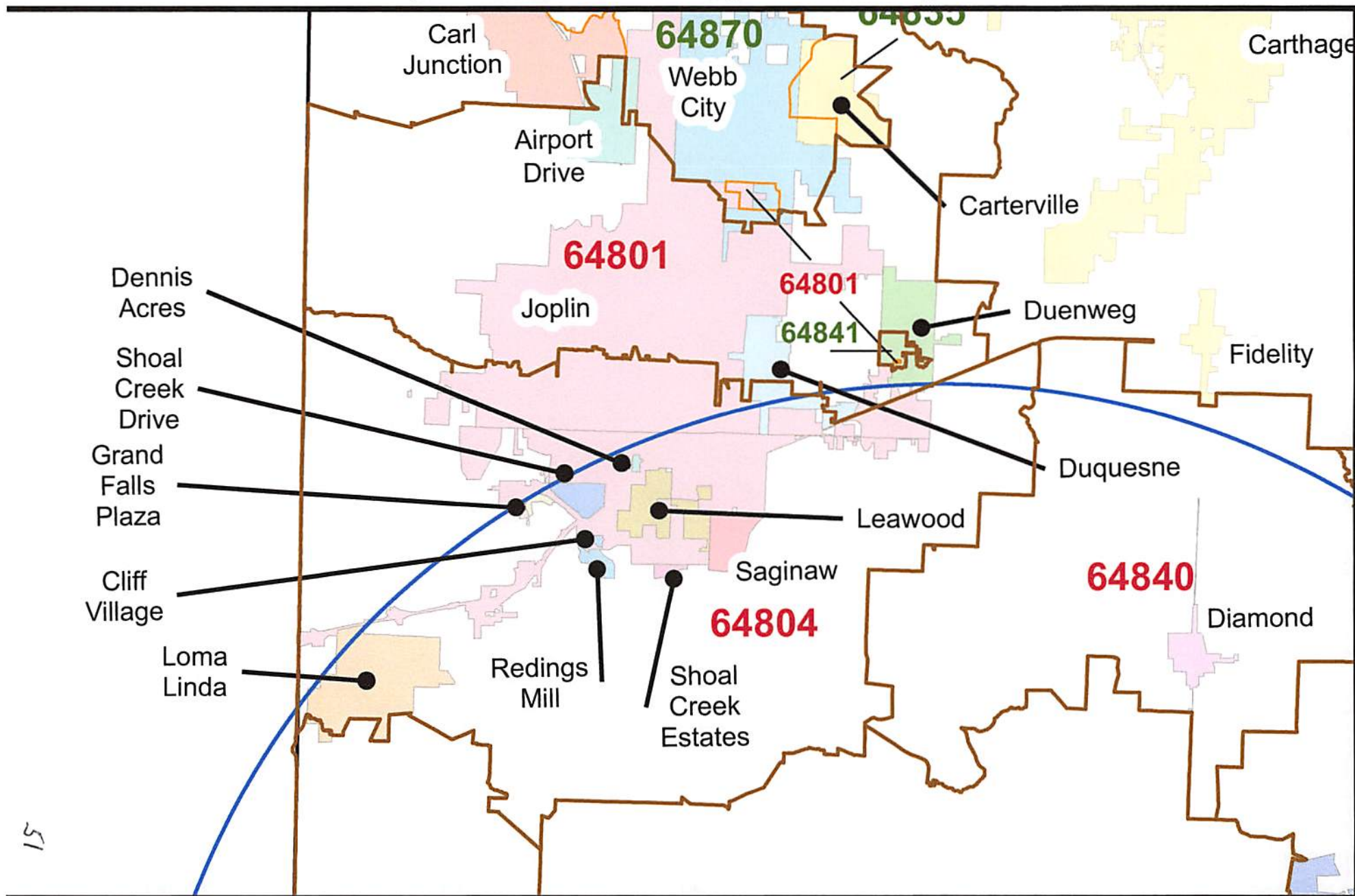


CON 15 Mile Radius (City-Inset)

1640-1700 Waldo Hatler Memorial Drive

Neosho, MO 64850

(Lat: 36.851731 & Long: -94.397502)



	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
1	POPULATION				Project Number:		Project Address:			1640-1700 Waldo Hatter Memorial Drive, Neosho, MO 64850					
	Zip In Radius	Pop in Zip	City In Zip	City Pop	% of City In Zip	City Pop in Zip	Total Cities' Pop in Zip	Zip Pop W/O Cities' Pop	% of Zip Area in Radius	Zip Pop in Radius W/O Cities' Pop	% City in Zip & Radius	City Pop in Zip & Radius	Total Cities' Pop in Zip & Radius	Zip Pop w City & Radius	
2															
3	1 64801	6,139				0	0	6,139	0%	0		0	0	0	
4						0						0			
5						0						0			
6	2 64804	8,174	Cliff Village	7	100%	7	4,567	3,607	80%	2,886	100%	7	3,571	6,457	
7			Dennis Acres	10	100%	10					100%	10			
8			Duquense	337	40%	135					30%	101			
9			Grand Falls Plaza	41	100%	41					100%	41			
10			Joplin	9,622	40%	3,849					30%	2,887			
11			Leawood	114	100%	114					100%	114			
12			Loma Linda	208	100%	208					100%	208			
13			Reading Mill	39	100%	39					100%	39			
14			Saginaw	56	100%	56					100%	56			
15			Shoal Creek Drive	84	100%	84					100%	84			
16			Shoal Creek Estates	24	100%	24					100%	24			
17	3 64831	1,007	Anderson	377	100%	377	384	623	50%	312	100%	377	377	689	
18			Lanagan	69	10%	7					0%	0			
19						0						0			
20	4 64840	498	Diamond	186	100%	186	186	312	90%	281	100%	186	186	467	
21						0						0			
22						0						0			
23	5 64842	162				0	0	162	0%	0		0	0	0	
24						0						0			
25						0						0			
26	6 64843	510				0	0	510	100%	510		0	0	510	
27						0						0			
28						0						0			
29	7 64844	843				0	0	843	100%	843		0	0	843	
30						0						0			
31						0						0			
32	8 64850	4,408				0	0	4,408	100%	4,408		0	0	4,408	
33						0						0			
34						0						0			
35	9 64856	604				0	0	604	0%	0		0	0	0	
36						0						0			
37						0						0			
38	10 64858	23				0	0	23	100%	23		0	0	23	
39						0						0			
40						0						0			
41	11 64861	172				0	0	172	10%	17		0	0	17	
42						0						0			
43						0						0			
44	12 64862	695				0	0	695	0%	0		0	0	0	
45						0						0			
46						0						0			
47	13 64865	1,163				0	0	1,163	100%	1,163		0	0	1,163	
48						0						0			
49						0						0			
50	14 64866	267	Newtonia	46	100%	46	80	187	60%	112	100%	46	80	192	
51			Star City	34	100%	34					100%	34			
52						0						0			
53	15 64867	227	Stella	28	100%	28	28	199	90%	179	100%	28	28	207	
54						0						0			
55						0						0			
56	16 65723	681				0	0	681	0%	0		0	0	0	
57						0						0			
58						0						0			
59		25,573			11,282		5,245	5,245	20,329		10,734		4,242	4,242	14,975
60															
61	Rev 05/2013														

NEW CAREER in
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PAYING for
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business.
to stop that's
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A Meetings

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:00pm Open
:00pm Mens
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LEGALS

PUBLIC NOTICE

D. L. Martin Management Group, LLC invites public comment regarding its proposal to establish a 25-bed assisted living facility to be located at 1640-1700 Waldo Hatler Drive in Neosho. A Certificate of Need application seeking state approval of this project is being submitted to the Missouri Health Facilities Review Committee. Comments should be addressed to:

D. L. Martin Management Group, LLC
c/o Dana Martin
3590 Old Highway 54
Lake Ozark, MO 65049
TO BE PUBLISHED IN THE
NEOSHO DAILY NEWS
AUGUST 20, 2015.

Quality Control
Manager

Now and
Free
888-925-5404

DISH TV St
\$19.99/month (for
SAVE! Regular
\$34.99 Ask Ab
SAME DAY
CALL Now! 844-3



My mom just go

Advertising Receipt

The Neosho Daily News

PO Box 848
Neosho, MO 64850

Phone: 417-451-1520

Fax: 417-451-6408

D. L. Martin Management Group,
Dana Martin
3590 Old Highway 54
LAKE OZARK , MO 65049

Acct #: 00009502

Ad #: 00046885

Phone:

Date: 08/17/2015

Ad taker: DH **Salesperson:**

Sort Line: Public Notice D. L. Martin Man

Classification: 900

Description	Start	Stop	Ins.	Cost/Day	Total
93 The Neosho Daily News Bold Bold Words	08/20/2015	08/20/2015	1	30.65	30.65 2.00

Ad Text:**Public Notice**

D. L. Martin Management Group, LLC invites public comment regarding its proposal to establish a 25-bed assisted living facility to be located at 1640-1700 Waldo Hatler Drive in Neosho. A Certificate of Need application seeking state approval of this project is being submitted to the Missouri Health Facilities Review Committee. Comments should be addressed to:

D. L. Martin Management Group, LLC
c/o Dana Martin

3590 Old Highway 54
Lake Ozark, MO 65049

TO BE PUBLISHED IN THE NEOSHO DAILY NEWS AUGUST 20, 2015.

Payment Reference:

Total: 32.65

Tax: 0.00

Net: 32.65

Prepaid: 0.00

Total Due 32.65

CAPITOL OFFICE
State Capitol
201 West Capitol Avenue
Jefferson City, MO 65101-6806
Tele: (573) 751-9781
E-Mail:
bill.reiboldt@house.mo.gov

HOME ADDRESS
16106 Kentucky Rd.
Neosho, MO 64850
Tele: (417) 456-0441



COMMITTEES
Select Committee on Agriculture -
Chairman
Member: Appropriations -
Agriculture,
Consumer Affairs, Corrections

Bill Reiboldt
State Representative
District 160

July 20, 2015

Certificate of Need
Department of Health & Senior Services
P O Box 570
Jefferson City, MO 65102

Re: Neosho Assisted Living 25-bed Facility - Dana L. Martin & Family, Applicants

To Whom It May Concern:

I am writing this letter in support of issuing a Certificate of Need to Dana L. Martin and the Neosho Assisted Living facility.

This proposed twenty-five bed assisted living facility will be a positive addition to the Neosho community. As I am sure you are aware, the senior population has continued to grow in our state. The same is true for our local area. Newton County and Neosho is home to many senior adults who could benefit from this new facility.

The request for this project is currently under review by the Department of Health and Senior Services. It is my hope that you will approve the application from Dana L. Martin & Family.

I appreciate your consideration in this matter.

Sincerely,

A handwritten signature in black ink that reads "Bill Reiboldt". The signature is written in a cursive style with a large, stylized "B" and "R".

Bill Reiboldt
Missouri State Representative

CAPITOL OFFICE
STATE CAPITOL, ROOM 321
201 WEST CAPITOL AVENUE
JEFFERSON CITY, MISSOURI
65101-6806
TELE: (573) 751-2173
FAX: (573) 526-5813

DISTRICT 32 OFFICE
408 E. 32nd STREET
JOPLIN, MISSOURI 64804
TELE: (417) 623-0022
FAX: (417) 623-3241
E-MAIL:
ronald.richard@senate.mo.gov

RON RICHARD
MAJORITY FLOOR LEADER
SENATOR
DISTRICT 32

July 28, 2015

Department of Health & Senior Services
PO Box 570
Jefferson City, MO 65102

Re: Certificate of Need
Neosho Assisted Living 25-bed Facility – Dana L. Martin & Family, Applicants

To Whom It May Concern:

My letter is written in support of the application provided by Dana L. Martin and the Neosho Assisted Living Facility.

The proposed project will be a positive addition to the Neosho Community as well as the entire Newton County area. As our senior population increases so does the need for adequate, safe and comfortable housing. I believe this new facility will address those needs.

Thank you for your consideration of this project.

Sincerely,



Senator Ron Richard
Missouri Senate
District 32



NEWTON COUNTY COMMISSION

Newton County Courthouse • 101 S. Wood • Suite 201 • Neosho, MO 64850
(417) 451-8223 • Fax: (417) 451-8289

MARILYN RUESTMAN
Presiding Commissioner

ALAN COOK
Commissioner, District 1

JIM JACKSON
Commissioner, District 2

July 9, 2015

Ms. Karla Houchins
Program Coordinator, Certificate of Need
MO Dept. of Health and Senior Services
3418 Knipp Drive
P.O. Box 570
Jefferson City, MO 65102

Re: Neosho Assisted Living – 25 Bed Assisted Living Facility

Dear Ms. Houchins:


The Commission wishes to acknowledge the value of having assisted living facilities available in our communities. Residential care is an added value to the quality of life for our citizens.

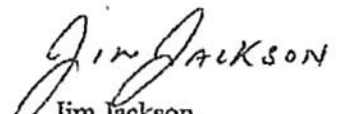
We welcome Neosho Assisted Living Facility as they invest time and effort into this endeavor which will benefit our county.

Sincerely,

THE NEWTON COUNTY COMMISSION


Marilyn Ruestman
Presiding Commissioner


Alan Cook
District 1 Commissioner


Jim Jackson
District 2 Commissioner

June 24, 2015

Ms. Karla Houchins
Program Coordinator
Certificate of Need/Missouri Department of Health and Senior Services
3418 Knipp Drive
Jefferson City, MO 65102

Ms. Houchins,

I write to you today in support of Webwood Assisted Living's application for a certificate of need to build an assisted living facility near Neosho, Mo. The Neosho Area Business and Industrial Foundation, Inc. continues to note the current increase and projected future increase in the demand for assisted living facilities in the Newton and McDonald County area.

As you may be aware, the population in this area is older than the national average. Therefore, the demand for assisted living services is guaranteed to rise in our area.

Moreover, the independent lifestyle preferred by the vast majority of residents in this area, lends itself to the natural transition from independent living to assisted living, rather than to skilled nursing homes. This lifestyle preference suggests that our local residents may well consume assisted living services at a rate in excess of other locals.

Our organization has been impressed with the Webwood Assisted Living ownership group. Their strong local ties we believe will be manifested in quality management of this new facility.

Finally, our organization is confident that both the scale and location of the proposed Webwood Assisted Living facility will insure its success. The semi-rural location will appeal to many, and be very accessible to residents from Seneca and Western Newton County, and nearby McDonald County.

Again, in our role as the primary economic development agency for Newton County, we confidently endorse the application of Webwood Assisted Living and urge your positive consideration of their certificate of need.

Respectfully,



Mike Franks
CEO
Neosho Area Business & Industrial Foundation, Inc.

MF:kg

DIVIDER III. SERVICE SPECIFIC CRITERIA AND STANDARDS:

- 1. FOR ICF/SNF BEDS, ADDRESS THE POPULATION-BASED BED NEED METHODOLOGY OF FIFTY-THREE (53) BEDS PER ONE THOUSAND (1,000) POPULATION AGE SIXTY-FIVE (65) AND OLDER.**

Not applicable.

- 2. FOR RCF BEDS, ADDRESS THE POPULATION-BASED BED NEED METHODOLOGY OF SIXTEEN (16) BEDS PER ONE THOUSAND (1,000) POPULATION AGE SIXTY-FIVE (65) AND OLDER.**

Population data provided by DHSS is included in Divider II. An adjustment to that data is also included in Divider II. Inventory data for the 15-mile radius is included in this Divider. For the 15-mile radius there is an inventory of 217 existing and approved beds. Based on this data and using the 25 beds per 1,000 population age 65 and older there is a need for 157 additional ALF/RCF beds by the year 2015 in the 15-mile radius.

$$\text{Unmet Need} = (25 \times P) - U$$

Where:

25 = ALF/RCF need rate per 1,000 population age 65+

P = Year 2010 population in the 15-mile radius

U = Number of existing and approved beds in 15-mile radius

$$\text{Unmet Need} = (0.025 \times 14,975) - 217 = 157 \text{ beds needed}$$

- 3. DOCUMENT ANY ALTERNATE NEED METHODOLOGY USED TO DETERMINE THE NEED FOR ADDITIONAL BEDS SUCH AS LTCH, ALZHEIMER'S, MENTAL HEALTH OR OTHER SPECIALTY BEDS.**

Not applicable.

- 4. FOR ANY PROPOSED FACILITY WHICH IS DESIGNED AND OPERATED EXCLUSIVELY FOR PERSONS WITH ACQUIRED HUMAN IMMUNODEFICIENCY SYNDROME (AIDS) PROVIDE INFORMATION TO JUSTIFY THE NEED FOR THE TYPE OF BEDS BEING PROPOSED.**

Not applicable.

- 5. FOR ANY PROPOSED FACILITY WHICH IS DESIGNED AND OPERATED EXCLUSIVELY FOR PERSONS WITH ACQUIRED HUMAN IMMUNODEFICIENCY SYNDROME (AIDS) PROVIDE INFORMATION TO JUSTIFY THE NEED FOR THE TYPE OF BEDS BEING PROPOSED.**

Not applicable.

- 6. IF THE PROJECT IS TO ADD BEDS TO AN EXISTING FACILITY, HAS THE FACILITY RECEIVED A NOTICE OF NON-COMPLIANCE WITHIN THE LAST 18 MONTHS AS A RESULT OF A SURVEY, INSPECTION OR COMPLAINT INVESTIGATION? IF THE ANSWER IS YES, EXPLAIN.**

Not applicable.

**Webwood Assisted Living
15-Mile Radius ALF/RCF Bed Inventory
and Bed Need Calculation**

Bed Inventory

<u>Facility</u>	<u>City</u>	<u>#Lic. Beds</u>	<u>#App. Beds</u>	<u>Average Occ</u>
Gran Villas Neosho	Neosho	30		72.20%
Neosho Assisted Living	Neosho		50	NA
Seneca Home Place	Seneca	30		69.10%
Silver Creek	Joplin	57		79.50%
Springhill	Neosho	50		56.00%
Total		167	50	
Total ALF/RCF	217			

DIVIDER IV. FINANCIAL FEASIBILITY REVIEW CRITERIA & STANDARDS:

- 1. DOCUMENT THAT THE PROPOSED COSTS PER SQUARE FOOT ARE REASONABLE WHEN COMPARED TO THE LATEST “RS MEANS CONSTRUCTION COST DATA”.**

Construction costs of \$138.31 per sq. ft. for the facility are below the RS Means costs of \$174.24 for ALF construction for Missouri-Other.

- 2. DOCUMENT THAT SUFFICIENT FINANCIAL IS AVAILABLE BY PROVIDING A LETTER FROM A FINANCIAL INSTITUTION OR AN AUDITORS STATEMENT INDICATING THAT SUFFICIENT FUNDS ARE AVAILABLE.**

Letters from Greg T. Golden, Senior Vice President of People’s Bank of Seneca, expressing an interest in financing the project and documenting the availability of the equity portion for this project are included in this Divider.

- 3. PROVIDE SERVICE-SPECIFIC REVENUES AND EXPENSES (FORM MO 580-1865) PROJECTED THROUGH THREE (3) YEARS BEYOND PROJECT COMPLETION.**

The Service-Specific Revenue and Expense form is included in this Divider.

- 4. DOCUMENT HOW PATIENT CHARGES WERE DERIVED.**

Since there are no current residents, D. L. Martin Management Group has used its knowledge of the market to estimate patient charges. D. L. Martin Management Group is familiar with charges of facilities in the area offering comparable services and the proposed charge structure is consistent with the charges of those providers. Proposed average charges are as follows:

<u>Year</u>	<u>Average Charge</u>
2017	\$130.00
2018	\$130.00
2019	\$130.00

5. DOCUMENT RESPONSIVENESS TO THE NEEDS OF THE MEDICALLY INDIGENT.

D. L. Martin Management Group's goal is to provide high quality yet affordable services to its senior residents and strives to maximize access through this approach, especially since there are generally no state or federal reimbursement mechanisms for assisted living services. However, D. L. Martin Management Group will work with residents in accessing state or federal financial assistance if available. The facility will also assist in placing residents in skilled nursing facilities in those instances where their medical conditions require such care.

6. FOR A PROPOSED NEW SKILLED NURSING OR INTERMEDIATE CARE FACILITY, WHAT PERCENT OF YOUR ADMISSIONS WOULD BE MEDICAID ELIGIBLE ON THE FIRST DAY OF ADMISSION OR BECOME MEDICAID ELIGIBLE WITHIN 90 DAYS OF ADMISSION?

Not applicable.

7. FOR AN EXISTING SKILLED OR INTERMEDIATE CARE FACILITY PROPOSING TO ADD BEDS, WHAT PERCENT OF YOUR ADMISSIONS WOULD BE MEDICAID ELIGIBLE ON THE FIRST DAY OF ADMISSION OR BECOME MEDICAID ELIGIBLE WITHIN 90 DAYS OF ADMISSION?

Not applicable.



People's Bank of Seneca

Member FDIC

June 23, 2015

Ms. Karla Houchins
Program Coordinator, Certificate of Need
Missouri Department of Health and Senior Services
3418 Knipp Dr
PO Box 570
Jefferson City, MO 65102

Dear Ms Houchins:

At the request of Derek Martin and Dana Martin, this letter is to inform you that People's Bank of Seneca is interested in reviewing and seeking financing for the DL Martin Management Company's assisted living project in Neosho, MO. The total project including development costs total \$3,600,000.

This letter is not a formal commitment for financing, but does indicate our interest in pursuing financing on the project as it moves forward.

Sincerely,

Greg T Golden
Senior Vice President



People's Bank of Seneca

Member FDIC

August 14, 2015

Ms. Karla Houchins
Program Coordinator, Certificate of Need
Missouri Department of Health and Senior Services
3418 Knipp Drive, Suite F
Jefferson City, MO 65102

Dear Ms. Karla Houchins:

The D. L. Martin Management Group, LLC project in Neosho, MO, Webwood Assisted Living, will be financed by a construction loan and equity funds from investors. It is too early in the development process to have finalized all secured investors for this project. However, it is the opinion of this financial institution that the owners and investors in D. L. Martin Management Group, LLC have sufficient financial resources to meet the financial requirements as needed.

Sincerely,

Greg T. Golden
Senior Vice President

5034 Highway 43
Joplin, MO 64804
PO Box 500
Seneca, MO 64865

Phone: 417-578-9000
Fax: 417-578-9078



Certificate of Need Program

SERVICE-SPECIFIC REVENUES AND EXPENSES**Historical Financial Data for Latest Three Years plus Projections Through Three Years Beyond Project Completion**

(Use an individual form for each affected service with a sufficient number of copies of this form to cover entire period, and fill in the years in the appropriate blanks.)

	Year		
	<u>2017</u>	<u>2018</u>	<u>2019</u>
Amount of Utilization:*	<u>5,621</u>	<u>6,424</u>	<u>7,227</u>
Revenue:			
Average Charge**	<u>\$130</u>	<u>\$130</u>	<u>\$130</u>
Gross Revenue	<u>\$732,473</u>	<u>\$837,111</u>	<u>\$941,750</u>
Revenue Deductions	<u>0</u>	<u>0</u>	<u>0</u>
Operating Revenue	<u>732,473</u>	<u>0</u>	<u>941,750</u>
Other Revenue	<u>0</u>	<u>837,111</u>	<u>0</u>
TOTAL REVENUE	<u>\$732,473</u>	<u>\$837,111</u>	<u>\$941,750</u>
Expenses:			
Direct Expense			
Salaries	<u>135,938</u>	<u>174,072</u>	<u>207,140</u>
Fees	<u>10,250</u>	<u>10,662</u>	<u>11,075</u>
Supplies	<u>57,750</u>	<u>67,375</u>	<u>77,000</u>
Other	<u>3,500</u>	<u>4,000</u>	<u>4,500</u>
TOTAL DIRECT	<u>\$207,438</u>	<u>\$256,109</u>	<u>\$299,715</u>
Indirect Expense			
Depreciation	<u>228,890</u>	<u>228,890</u>	<u>228,890</u>
Interest***	<u>185,260</u>	<u>179,280</u>	<u>173,693</u>
Overhead****	<u>28,695</u>	<u>33,478</u>	<u>38,260</u>
TOTAL INDIRECT	<u>\$442,845</u>	<u>\$441,648</u>	<u>\$440,843</u>
TOTAL EXPENSE	<u>\$650,283</u>	<u>\$697,757</u>	<u>\$740,558</u>
NET INCOME (LOSS):	<u>\$82,190</u>	<u>\$139,354</u>	<u>\$201,192</u>

* Utilization will be measured in "patient days" for licensed beds, "procedures" for equipment, or other appropriate units of measure specific to the service affected.

** Indicate how the average charge/procedure was calculated.

*** Only on long term debt, not construction.

**** Indicate how overhead was calculated.